

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE <div style="text-align: center;">J</div>		PAGE OF PAGES <div style="text-align: center;">1 79</div>	
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE 03-Feb-2015		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY US NAVY SPAWARSSYSCEN ATLANTIC CHARLESTON PO BOX 190022 2.0 CONTRACTS 843-218-5941 CALVIN.HOWARD@NAVY.MIL NORTH CHARLESTON SC 29419-9022		CODE N65236		7. ADMINISTERED BY (If other than item 6) DCMA CHICAGO 1523 WEST CENTRAL ROAD BLDG 203 ARLINGTON HEIGHTS IL 60666-0911		CODE S1403A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) MIDWEST AIR TRAFFIC CONTROL SERVICE, INC SHANE CORDES 7285 WEST 132ND STREET SUITE 340 OVERLAND PARK KS 66213-1164				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N65236-14-D-4984			
				X 10B. DATED (SEE ITEM 13) 23-Apr-2014			
CODE 6Y670		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: how ardc151865 See page 2.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CALVIN HOWARD / CONTRACT SPECIALIST TEL: 843-218-5941 EMAIL: calvin.howard@navy.mil			
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <div style="border: 1px solid black; padding: 2px; display: inline-block;">(b)(6)</div> (Signature of Contracting Officer)		16C. DATE SIGNED 04-Feb-2015	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

SUMMARY OF CHANGES

This contract modification is issued to revise the performance work statement (PWS), theater business clearance special requirements (see PWS paragraph 14.5.1), and FAR/DFARS/agency clauses.

The following is a summary of changes by contract section:

- a. Section C Changes:** Delete the contract performance work statement in its entirety and replace with the revised performance work statement shown below.
- b. Section I Changes:**
 - i. Delete the following clauses:
 - 1. FAR 52.228-3 – Worker’s Compensation Insurance (Defense Base Act) (APR 1984)
 - 2. DFARS 252.225-7039 – Contractors Performing Private Security Functions (JUN 2012)
 - 3. DFARS 252.225-7040 – Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States (JUN 2011)
 - 4. DFARS 252.225-7993 Prohibition on Contracting with the Enemy in the United States Central Command Theater of Operations (Deviation 2012-O0005) (JAN 2012)
 - 5. DFARS 252.225-7994 – Additional Access to Contractor and Subcontractor Records in the United States Central Command Theater of Operations (Deviation 2012-O0005) (JAN 2012)
 - 6. DFARS 252.225-7995 - Contractor Personnel Performing in the U.S. Central Command (CENTCOM) Area of Responsibility (Deviation 2011-O00004) (APR 2011)
 - 7. DFARS 252.225-7997 – Additional Requirements and Responsibilities Relating to Alleged Crimes by or Against Contractor Personnel in Iraq and Afghanistan (Deviation 2010-O0014) (AUG 2010)
 - ii. Add the following clauses:
 - 1. FAR 52.228-3 – Worker’s Compensation Insurance (Defense Base Act) (JUL 2014)
 - 2. FAR 52.225-26 – Contractors Performing Private Security Functions Outside the United States (JUL 2013)
 - 3. DFARS 252.204-7012 – Safeguarding of Unclassified Controlled Technical Information (NOV 2013)
 - 4. DFARS 252.225-7993 Prohibition on Contracting with the Enemy in the United States Central Command Theater of Operations (Deviation 2014-O0020) (SEP 2014)

5. DFARS 252.225-7994 – Additional Access to Contractor and Subcontractor Records in the United States Central Command Theater of Operations (Deviation 2014-O0020) (SEP 2014)
6. DFARS 252.225-7995 - Contractor Personnel Performing in the U.S. Central Command (CENTCOM) Area of Responsibility (Deviation 2015-O0009) (JAN 2015)
7. DFARS 252.225-7997 - Contractor Demobilization (DEVIATION 2013-O0017) (AUG 2013)
8. DFARS 252.229-7999 - Taxes—Foreign Contracts in Afghanistan (DEVIATION 2013-O0016). (JUL 2013)
9. DFARS 252.232-7014 – Notification of Payment in Local Currency (Afghanistan) (SEP 2014)

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been added by full text:

PERFORMANCE WORK STATEMENT-REV

Work under this contract shall be performed in accordance with the following description/ specifications/ statement of work (SOW) which herein shall be referred to as Performance Work Statement (PWS):

1.0 PURPOSE

1.1 BACKGROUND

The Space and Naval Warfare Systems Center Atlantic (SPAWARSYSCEN Atlantic or SSC Atlantic) is assigned responsibility for engineering, operations and technical management for a broad range of complex electronic systems including aviation command and control (C2) systems and ATC systems. SPAWARSYSCEN Atlantic has been requested by the US Air Forces Central to provide ATC operations, aviation C2 and maintenance services within the US Central Command's (CENTCOM) Area of Responsibility (AOR) in Southwest Asia.

1.2 SCOPE

This PWS defines requirements for providing air traffic management and electronic equipment maintenance services to support air traffic control (ATC) operations, airfield management (AFM), aviation weather observing, forecasting and reporting, air to ground communications operations and maintenance, surveillance and precision radar systems operations and maintenance, voice communications systems operations and maintenance, aviation C2 and aviation weather systems operations and maintenance at multiple USAFCENT locations in CENTCOM's AOR in Southwest Asia.

NOTE: Work performed in the United States, Germany, Afghanistan, Kyrgyzstan, Kuwait, UAE, Qatar and other countries as applicable is required. Work is not required in Iraq or Pakistan.

Task orders will be competitively awarded based on detailed tasks within the scope of the Performance Work Statement included in the contract. The period of performance for each effort will be defined on an individual task order basis.

The total contract effort will be separated into Major Support Categories as follows:

	Geographic Region – Afghanistan Sites	Geographic Region – All Other Sites

PWS Tasks – Air Traffic Control Ops Support (PWS Para 3.3) and Air Field Management Support (PWS Para 3.4)	Major Support Category 1 - Air Traffic Control Ops Support (PWS Para 3.3) and Air Field Management Support (PWS Para 3.4) at Afghanistan Sites	Major Support Category 2 – Air Traffic Control Ops Support (PWS Para 3.3) and Air Field Management Support (PWS Para 3.4) at Other Sites
PWS Tasks – Other Support (PWS Para 3.6 through PWS Para 3.8)	Major Support Category 3 - Other Support (PWS Para 3.6 through PWS Para 3.8) at Afghanistan Sites	Major Support Category 4 - Other Support (PWS Para 3.6 through PWS Para 3.8) at Other Sites

2.0 APPLICABLE DOCUMENTS (AND DEFINITIONS)

All work shall be accomplished using the best commercial practices and current acceptable industry standards. The applicable references and standards invoked will vary within individual tasks and will be specifically called-out in each task order. In accordance with Defense Acquisition Policy changes, maximum utilization of non-government standards will be made wherever practical. Where backward compatibility with existing systems is required, selected interoperability standards will be invoked. For purposes of bidding, the following documents are not exclusive; however, all contractors shall be able to meet those cited when applicable to the task order.

2.1 REQUIRED DOCUMENTS

The following instructional documents are mandatory for use. Unless otherwise specified, the document's effective date of issue is the date on the invitation for bid or request for proposal. Additional applicable documents may be included in specific task orders.

	Document Number	Title
a.	DoD 5205.02-M	DoD Manual – Operations Security (OPSEC) Program Manual dtd 3 Nov 08
b.	DoD 5220.22-M	DoD Manual – National Industry Security Program Operating Manual (NISPOM)
c.	DoDD 5220.22	DoD Directive – National Industrial Security Program
d.	DoD 5200.2-R	DoD Regulation – Personnel Security Program
e.	DoDD 5205.02E	DoD Directive – Operations Security (OPSEC) Program dtd 20 Jun 12
f.	DoDD 8500.1	DoD Directive – Information Assurance
g.	DoDI 3020.41	DoD Instruction – Operational Contract Support (OCS), of 20 Dec 10
h.	DoDI 8500.2	DoD Instruction – Information Assurance (IA) Implementation
i.	DoDI 8510.01	DoD Instruction – Information Assurance Certification and Accreditation Process
k.	SECNAVINST 5239.3B	DoN Information Assurance Policy, 17 Jun 09
l.	SECNAVINST 5510.30	DoN Regulation – Personnel Security Program
m.	SPAWARINST 4440.12	Management of Operating Materials and Supplies (OM&S), Government Furnished Property (GFP), Contractor Acquired Property (CAP), Property, Plant and Equipment (PP&E), and Inventory
n.	SECNAVINST 4440.34	Secretary of the Navy Instruction – Implementation of Item Unique Identification within the DoN, dtd 22 Dec 09
o.	SPAWARINST 3432.1	SPAWAR Instruction – Operations Security (OPSEC) Policy dtd 2 Feb 05

p.	SPAWARINST 5721.1B	17 Nov 09
q.	DoDI 6205.4	Department of Defense Instruction, Immunization of Other Than U.S. Forces (OTUSF) for Biological Warfare Defense
r.	SPAWARSYSCENLANTINST 2804.1	Deployment of Personnel and Contractor Employees to Specific Mission Destinations, of 28 Dec 09
s.	SPAWARSYSCENLANTINST 12910.1A	Deployment of Personnel and Contractor Employees to Specific Mission Destinations, of 28 Dec 09
t.	FAA 7110.65	Air Traffic Control
u.	AFI 13-204V1-3	Airfield Operations
v.	NAVSUP P-723	Navy Inventory Integrity Procedures
w.	NIST SP 800-Series	National Institute of Standards and Technology Special Publications 800 Series – Computer Security Policies, Procedures, and Guidelines

2.2 GUIDANCE DOCUMENTS

The following documents are to be used as guidance. Unless otherwise specified, the document's effective date of issue is the date on the request for proposal. Additional applicable documents may be included in specific task orders.

	Document Number	Title
a.	MIL-STD-130N	DoD Standard Practice – Identification Marking of US Military Property
b.	MIL-M-85337A	Manuals, Technical; Quality Assurance Program: Requirements for
c.	MIL-DTL-24784	Manuals, Technical: General Acquisition And Development Requirements
d.	MIL-HDBK-61A	Configuration Management
e.	MIL-HDBK-881A	Work Breakdown Structures for Defense Materiel Items
f.	SPAWARSYSCENCHASNINST 12900.1A	SPAWARSYSCEN Charleston Instruction – Check-in and Check-out Procedures, 18 May 2005
g.	ISO/IEC -9000	International Organization for Standardization, Quality Management Principles
h.	ISO/IEC 12207	Information Technology – Software Life Cycle Processes
i.	ISO/IEC 15288	Systems Engineering – System Life Cycle Processes
j.	ISO/IEC 15939	Software Engineering – Software Measurement Process
k.	ISO/IEC 14764	Information Technology – Software Maintenance
l.	ISO/IEC 15408	Information Technology – Security Techniques. Evaluation criteria for IT security
m.		
n.	IEEE/EIA 12207	Software Life Cycle Processes
o.	IEEE Std 12207-2008	Systems and Software Engineering – Software Life Cycle Processes
p.	IEEE/EIA 12207.1-1997	Guide for ISO/IEC 12207, Standard for Information Technology- Software life cycle processes - Life cycle data
q.	HPSPD-12	Homeland Security Presidential Directive – Policy for a Common Identification Standard for Federal Employees and Contractors, August 27, 2004
r.	DTM-08-003	Directive-Type Memorandum 08-003 – Next Generation Common Access Card (CAC) Implementation Guidance, December 1, 2008

s.	FIPS PUB 201-1	Federal Information Processing Standards Publication 201-1 – Personal Identity Verification (PIV) of Federal Employees and Contractors, March 2006
t.	Form I-9, OMB No. 115-0136	US Department of Justice, Immigration and Naturalization Services, Form I-9, OMB No. 115-0136 – Employment Eligibility Verification
u.	ANSI/EIA-748A	America National Standards Institute/Electronic Industries Alliance Standard – Earned Value Management (EVM) Systems
v.	DoDI 4161.02	Accountability and Management of Government Contract Property, Apr 27,2012

2.3 SOURCE OF DOCUMENTS

The contractor shall obtain all applicable documents. Specifications and commercial/industrial documents may be obtained from the following sources:

Copies of Federal Specifications may be obtained from General Services Administration Offices in Washington, DC, Seattle, San Francisco, Denver, Kansas City, MO., Chicago, Atlanta, New York, Boston, Dallas and Los Angeles.

Copies of military specifications may be obtained from the Commanding Officer, Naval Supply Depot, 3801 Tabor Avenue, Philadelphia, PA 19120-5099. Application for copies of other Military Documents should be addressed to Commanding Officer, Naval Publications and Forms Center, 5801 Tabor Ave., Philadelphia, PA 19120-5099.

All other commercial and industrial documents can be obtained through the respective organization's website.

3.0 PERFORMANCE REQUIREMENTS

The following paragraphs list all required support tasks that shall be required throughout the contract life. The contractor shall provide necessary resources and knowledge to support the listed tasks. Specific objectives shall be dependent on the base contract and the TO written against the base contract. The contractor shall complete all required tasks while controlling and tracking performance and goals in terms of costs, schedules, and resources. No scheduled work shall commence on a TO without prior approval by an authorized Government Contracting Officer.

Note: In compliance with SPAWARINST 4720.1A – SPAWAR Modernization and Installation Policy, all contract installation work performed aboard Navy ships and Navy shore sites is under Installation Management Office (IMO) supervision; otherwise, a formal exemption request has been approved. In accordance with the Fleet Readiness Directorate Standard Operating Procedure (FRD SOP), COMSPAWARSYSCOM letter Ser FRD/235 dated 14 Apr 12, the contractor shall, ensure proper notification and status updates of installation work performed outside of SSC Atlantic respective Areas of Responsibilities (AORs) are provided to the SPAWAR Officer in Charge (OIC) or applicable Geographic Lead.

3.1. RELEVANT EXPERIENCE

The environment in which these services are to be provided is demanding with little to no fault tolerance. The contractor shall have relevant knowledge and experience associated with the management and execution of DoD and Federal Aviation Administration (FAA) Command and Control (C2)/Air Traffic Control (ATC)/ Air Traffic Management (ATM) system programs and projects. The contractor shall have notable experience including system engineering, research, development, modification, integration, testing, deployment, operations and maintenance (O&M), and sustainment of Aviation C2/ATC/ATM systems which shall include, but not limited to, the following:

- a. Air Traffic Control Towers (ATCT)
- b. ATC Landing Systems
- c. Radar Surveillance Systems
- d. Radar Approach Control Facilities (RAPCON)

- e. Enroute Approach Control Facilities
- f. Flight Planning Facilities
- g. Ground Electronics Maintenance Facilities
- h. Communications Systems
- i. Navigational Aids
- j. Aviation Weather Observation Systems
- k. VSAT Systems
- l. Battlespace Command and Control Center (BC3)
- m. BC3 Mobile Training suites (MTS)
- n. Regional Interface Control Cell (RICC)/ Battlefield Airborne Communication Node (BACN)
- o. Joint Radio Relay (JR2) Systems
- p. Microprocessor Enroute Automated Radar Tracking System (MEARTS)**

3.2. PROGRAM MANAGEMENT

The contractor shall work closely with the government project manager and when applicable provide support at the sponsor level.

3.2.1 Program Support

Some programs shall require a contractor to work closely with the government project manager and support the needs of the program at the sponsor level. As directed in TOs, coordination of meetings, preparing budget drills, developing agenda items, attending at high-level meetings, generating minutes, and tracking action items may be required. Other support may require a contractor to recommend policies, doctrine, tactics, and procedures at the Federal, State, and Local level given their past expert opinion or using analysis of actual outcomes. Program support may require significant coordination and interface with various DOD, non-DOD activities, Federal sponsors, related agencies/organizations, and SPAWARSYSCEN Atlantic contractors located in and out of CONUS.

3.2.2 Program Management Documentation

The contractor shall draft and/or develop various program management (PM) documents (CDRL A001). At a minimum, the following documents are typical PM deliverables that the contractor shall have knowledgeable and capable resources available to develop:

- Statement of Work or Performance Work Statement
- Technical and/or program review presentations
- Cost Estimation
- Meeting Agenda and Minutes
- Plans of Action and Milestone (POA&M)
- Master Plan and Schedule using PERT charts
- Work Breakdown Structure (WBS)
- Various Program Acquisition related documents: Mission Needs Statement (MNS), Capability Production Documentation (CPD), Operational Requirements Document (ORD), etc.

3.2.3 Project Management Support

The contractor shall function as a member of the Management and Coordination Team and provide project management support to ensure the government's technical requirements are defined, planned, estimated, budgeted, scheduled, and executed in accordance with SPAWARSYSCEN Atlantic commitments to the sponsor. Project management and other essential personnel shall be in place at the time of contract award to preclude delays in on-going projects/programs. The contractor shall be capable of providing appropriate resources to support the following tasks:

3.2.3.1 Provide Strategic Planning – Program Management entails maintenance services to support ATC, AFM, aviation weather observing, forecasting and reporting, air to ground communications O&M, surveillance and precision radar systems operations and maintenance, voice communications systems operations and maintenance, aviation C2 and aviation weather systems operations and maintenance as required by DoD and Federal sponsors at

multiple locations both in and outside of CONUS locations. The contractor shall utilize AC2/ATC/AFM experience and system technical expertise to provide strategic planning support to the Program Management as follows:

- (a) Evaluate the requirements and assess the capabilities and resources available to meet/deliver project requirements.
- (b) Define/establish realistic goals/objectives for the project.
- (c) Map possible route(s) to achieve the goals/objectives.

3.2.3.2 Provide other Project Management Support – The contractor shall recommend engineering and operational policies, doctrine, tactics, and procedures to minimize risk, facilitate quality assurance, reduce costs and enhance schedule adherence for the project.

3.3 AIR TRAFFIC CONTROL (ATC) OPERATIONS SUPPORT

The contractor shall be capable of providing various ATC operational support. The Contractor shall qualify and certify their personnel as required. The Contractor shall maintain certification records and documentation as required. The following tasks are separated into functional operational support:

3.3.1 Air Traffic Management (ATM) Operations

The following tasks shall be the responsibility of the personnel whose position title is “Air Traffic Manager/Site Lead.” The Air Traffic Management Operations function requires supporting day-to-day operational schedules and commitments in a safe and cost-effective manner, and the contractor shall provide coordination and control of air traffic movement within the applicable area of jurisdiction. The contractor shall be capable of providing appropriate resources to support the following tasks **(this list is not all inclusive and may be supplemented by tasks as outlined in the documents in paragraph 2.1):**

- 3.3.1.1 Provide maintenance/development of Standard Operating Procedures (SOPs) in accordance with applicable regulations.
- 3.3.1.2 Provide for the collection and safeguarding of accident/incident data in accordance with applicable regulations.
- 3.3.1.3 Determine the operational status of ATC systems & capability.
- 3.3.1.4 Provide for the implementation of a Government-approved training Program.
- 3.3.1.5 Provide for the timely submission of all reports and documentation as required.
- 3.3.1.6 Ensure compliance with a Contractor-developed Quality Assurance (QA) program.
- 3.3.1.7 Ensure compliance with a Contractor-developed and Government-approved Drug screening program.
- 3.3.1.8 Maintain an up-to-date library of required charts and publications.
- 3.3.1.9 Assist in the development of documents such as Letters of Agreement (LOA) and Memoranda of Agreement (MOA), as required.
- 3.3.1.10 Supervise and approve the certification/qualification of personnel in accordance with the ATC Training Plan.
- 3.3.1.11 Develop and publish ATC personnel work/watch schedules in response to staffing requirements and consistent with personnel position certifications/qualifications.

- 3.3.1.12 Ensure training plan is being conducted according to applicable instruction/guidelines.
- 3.3.1.13 Provide input for implementing ATC equipment upgrade initiatives.
- 3.3.1.14 Publish and implement a plan for the retention of logs, flight strips, and other items for the required amount of time after the close of the contract (CDRL A002)
- 3.3.1.15 Develop and submit various reports (CDRL A002) such as incident, accident and other post action emergent reports within prescribed limits of controlling directives, instructions, and/or as specified at the task order level.
- 3.3.1.16 Develop staffing and personnel work schedules to support operations and ATC Branch services which are dependent on operational site-specific requirements and subject to government approval.

3.3.2 ATC Tower/RADAR/Non-RADAR Facility Operations

The following tasks shall be the responsibility of the personnel who's position title is "ATC Tower/RADAR/Non-RADAR Facility Operations Chief Controller (CCTLR)." The contractor shall be responsible for the overall supervision and operation of the ATC Tower/RADAR/Non-RADAR facility. The contractor shall be capable of providing appropriate resources to support the following tasks **(this list is not all inclusive and may be supplemented by tasks as outlined in the documents in paragraph 2.1):**

- 3.3.2.1 Maintain library of applicable branch directives and standard operating procedures (SOPs).
- 3.3.2.2 Maintain operational continuity between watch teams.
- 3.3.2.3 Recommend personnel for certification/qualification in individual operating positions in accordance with the ATC Training and Certification Plan.
- 3.3.2.4 Ensure controller currency in accordance with applicable directives/SOP.
- 3.3.2.5 Determine and report the operational readiness of tower/radar/non-radar branch ATC equipment as appropriate.
- 3.3.2.6 Supervise and/or participate in flight checks as required.
- 3.3.2.7 Implement procedures for coordination with C2 facilities as required.
- 3.3.2.8 Develop and submit various reports (CDRL A002) such as incident, accident and other post action emergent reports within prescribed limits of controlling directives, instructions, and/or as specified at the task order level.
- 3.3.2.9 Develop staffing and personnel work schedules to support operations and ATC Branch services which are dependent on operational site-specific requirements and subject to government approval.

3.3.3 ATC Facility Watch Supervision

The following tasks shall be the responsibility of the personnel whose position title is "ATC Facility Watch Supervisor (WS)/Senior Controller (SC)/Controller in Charge (CIC)." The contractor shall be responsible for the overall conduct and supervision of the ATC Watch. The contractor shall be capable of providing appropriate resources to support the following tasks **(this list is not all inclusive and may be supplemented by tasks as outlined in the documents in paragraph 2.1):**

- 3.3.3.1 Ensuring proper equipment checkouts & discrepancy reports (CDRL A002) are accomplished at the start of each watch.
- 3.3.3.2 Ensuring personnel and position assignments are consistent with published and approved watch schedules.
- 3.3.3.3 Ensuring position currency is accomplished and recorded.
- 3.3.3.4 Receiving complaints; conduct initial investigation and forward initial report (CDRL A002) to the designated Government Representative.
- 3.3.3.5 Ensuring proper control procedures are applied, as well as effective intra-facility and inter-facility communication.
- 3.3.3.6 Initiating the collection of accident/incident records (CDRL A002) and forward to the designated Government Representative.
- 3.3.3.7 Making initial accident/incident notifications in accordance with local SOPs.
- 3.3.3.8 Reviewing and signing daily facility logs.
- 3.3.3.9 Maintaining physical security in accordance with local SOPs.
- 3.3.3.10 Ensuring proper coordination with C2 agencies.
- 3.3.3.11 Develop and submit various reports (CDRL A002) such as discrepancy, incident, accident and other post action emergent reports within prescribed limits of controlling directives, instructions, and/or as specified at the task order level.
- 3.3.3.12 Develop staffing and personnel work schedules to support ATC facility watch services which are dependent on operational site-specific requirements and subject to government approval.

3.3.4 Control Tower Operations

The control tower operations function requires issuance of clearances and information to aircraft and vehicular traffic operating on runways, taxiways and other designated movement areas of the airfield, and to aircraft operating in the assigned airspace areas. Airborne traffic controlled by the tower will include both Visual Flight Rules (VFR) and Instrument Flight Rules (IFR) traffic released to local control jurisdiction. Operating positions may be added, deleted, combined, or integrated, consistent with pertinent directives in order to meet operational requirements. The contractor shall be capable of providing appropriate resources to support the following control tower positions and functions **(this list is not all inclusive and may be supplemented by tasks as outlined in the documents in paragraph 2.1):**

- 3.3.4.1 Control Tower Watch Supervision. Primary responsibilities of personnel supporting the Control Tower Watch Supervision position shall include the following tasks:
 - (a) Coordinating and supervising the control of aircraft operating in assigned airspace areas and air and surface vehicular traffic operating on runways, taxiways and other designated movement areas on the airfield.
 - (b) Briefing the control tower **controllers** on weather conditions, equipment status, field conditions and special operations prior to assuming the watch.
 - (c) Assigning personnel to operating positions according to individual qualifications and training requirements, as directed.
 - (d) Notifying cognizant SAR and crash/rescue agencies of aircraft distress and other emergencies.

(e) Evaluating equipment operational readiness, recording equipment outages and actions taken to correct any discrepancies.

(f) Supervising proper coordination with C2 agencies.

3.3.4.2 Local Control is responsible for maintaining a continuous visual surveillance of the airport traffic area and other movement areas. Primary responsibilities of personnel supporting the Tower Local Control position shall include the following tasks:

(a) Formulating and issuing clearances and control instructions to accomplish and maintain required separation between aircraft and between aircraft and vehicles operating in aircraft movement areas.

(b) Effecting coordination with appropriate operator positions, facilities and other agencies.

(c) Providing flight assistance to aircraft.

(d) Operating airport lighting, lighting systems and visual landing aids.

(e) Initial notification and dispatch of emergency personnel and equipment for aircraft emergencies and accidents.

3.3.4.3 Ground Control is responsible for exercising general surveillance of the airport movement areas, excluding the runway(s) in use. Primary responsibilities of personnel supporting the Tower Ground Control position shall include the following tasks:

(a) Formulating and issuing ground movement clearances to aircraft and vehicles operating on the airport.

(b) Dissemination of current weather and field condition information, as required.

3.3.4.4 Flight Data. Primary responsibilities of personnel supporting the Tower Flight Data position shall include the following tasks:

(a) Operating communications equipment associated with the flight data position.

(b) Receiving and relaying aircraft movement data.

(c) Preparing and posting flight progress strips.

(d) Serving as Clearance Delivery by obtaining, posting and relaying ATC clearances and advisories.

(e) Operating Flight Data Input Output (FDIO) and Airport Terminal Information Systems (ATIS) equipment.

(f) Monitoring Navigational Aid (NAVAID) alarm systems.

(g) Operating mIRC or other communication equipment as directed.

3.3.4.5 Develop and submit various reports (CDRL A002) such as incident, accident and other post action emergent reports within prescribed limits of controlling directives, instructions, and/or as specified at the task order level.

3.3.4.6 Develop staffing and personnel work schedules to support control tower operations services which are dependent on operational site-specific requirements and subject to government approval.

3.3.5 RADAR/Non-RADAR Operations

The radar/non-radar operations function provides en route and terminal ATC services to IFR and VFR air traffic within the facility's assigned area of jurisdiction. The scope of services provided will vary according to equipment installed, and the type of delegated airspace and special use areas assigned. Operating positions may be added, deleted, combined, or integrated, consistent with pertinent directives in order to meet operational requirements. **In those areas where there is adequate radar coverage, the contractor shall provide radar IFR and VFR services with the applicable radar separation.** The contractor shall be capable of providing appropriate resources to support the following RADAR/Non-RADAR operations positions and functions (**this list is not all inclusive and may be supplemented by tasks as outlined in the documents in paragraph 2.1**):

3.3.5.1 Radar/Non-Radar Watch Supervisor – Primary responsibilities of personnel supporting the Radar/Non-Radar Watch Supervisor position shall include the following tasks:

- (a) Coordinating and directing the control of aircraft operating in assigned airspace areas.
- (b) Briefing the **controllers** on weather conditions, equipment status, field conditions and special operations prior to assuming the watch.
- (c) Assigning personnel to operating positions according to individual qualifications and training requirements, as directed.
- (d) Notifying cognizant search and rescue (SAR) and crash/rescue agencies of aircraft distress and other emergencies.
- (e) Evaluating equipment operational readiness, recording of outages and actions taken to correct discrepancies.
- (f) Supervising proper coordination with C2 agencies.
- (g) Implement a flow control when directed.

3.3.5.2 Approach Control – Approach Control is responsible for coordination and control of all instrument traffic within the assigned area of jurisdiction. Primary responsibilities of personnel supporting the Approach Control position shall include the following tasks:

- (a) Issuing ATC clearances, control instructions, and advisory information to aircraft under approach control jurisdiction.
- (b) Effecting coordination with appropriate operator positions and other facilities.
- (c) Surveillance of assigned areas and provision of radar/non-radar services to aircraft, as required.
- (d) Determination of separation and sequence to be used between aircraft in a radar/non-radar environment.
- (e) Initiation/acceptance of radar/non-radar hand-offs from adjacent facilities/sectors.
- (f) Providing assistance and priority of services to aircraft in emergency situations.
- (g) Utilization of any or all other radar operating positions, as necessary.
- (h) Serve as an automator for ARTS, STARS, or Micro-EARTS ATC automation systems.

3.3.5.3 Departure Control – Departure Control is responsible for ATC services to departing aircraft within the assigned area of jurisdiction and providing radar/non-radar ATC services, as required. Primary responsibilities of personnel supporting the Departure Control position shall include the following tasks:

- (a) Issuing clearances and advisory information to aircraft under departure control jurisdiction.
- (b) Initiating/accepting radar/non-radar hand-offs from adjacent facilities/sectors.

3.3.5.4 Arrival Control – Arrival Control is responsible for maintaining radar surveillance of the assigned area of jurisdiction and providing radar ATC services as required. Primary responsibilities of personnel supporting the Arrival Control position shall include the following tasks:

- (a) Maintenance of radar surveillance of the assigned area of jurisdiction and provision of radar ATC services, as required.
- (b) Issuance of clearances and control instructions to aircraft operating under arrival control jurisdiction.
- (c) Accepting radar handoffs from approach control and providing radar ATC services to aircraft, as required, until the aircraft reaches approach minimums or is handed off to final control, or an adjacent facility.

3.3.5.5 Flight Data – Primary responsibilities of personnel supporting the RADAR/Non-RADAR Flight Data position shall include the following tasks:

- (a) Operating communications equipment associated with the flight data position.
- (b) Receiving and relaying aircraft movement data.
- (c) Preparation and posting of flight progress strips.
- (d) Serving as Clearance Delivery by obtaining, posting and relaying ATC clearances and advisories.
- (e) Operating Flight Data Input Output (FDIO) and Airport Terminal Information Systems (ATIS) equipment.
- (f) Monitoring NAVAID alarm systems.
- (g) Operating MS Windows Internet Relay Chat (mIRC) or other communication equipment as directed.

3.3.5.6 Final Control – Primary responsibilities of personnel supporting the RADAR/Non-RADAR Final Control position shall include the following tasks:

- (a) Providing instructions necessary for an aircraft to conduct an ASR/PAR approach.
- (b) Monitoring approaches, as specified in FAA Handbook 7110.65, AFI 13-204 volume 3 or as specified in the PWS.

3.3.5.7 En Route Control (RADAR and Non-RADAR) – En Route Control is responsible for coordination and control of all instrument traffic within the assigned area of jurisdiction. Primary responsibilities of personnel supporting the RADAR/Non-RADAR En Route Control position shall include the following tasks:

- (a) Issuing ATC clearances, control instructions and advisory information to aircraft under approach control jurisdiction.
- (b) Effecting coordination with appropriate operator positions and other facilities.
- (c) Maintenance of radar surveillance (radar facilities) of assigned areas and provision of radar/non-radar service to aircraft as required.
- (d) Determination of separation and sequence to be used between aircraft in a radar/non-radar environment.

- (e) Initiation/acceptance of radar/non-radar hand-offs from adjacent facilities/sectors.
- (f) Providing assistance and priority of services to aircraft in emergency situations.
- (g) Utilization of any or all other operating positions as necessary.
- (h) Serve as an automator for ARTS, STARS, or Micro-EARTS ATC automation systems.

3.3.5.8 Develop and submit various reports (CDRL A002) such as incident, accident and other post action emergent reports within prescribed limits of controlling directives, instructions, and/or as specified at the task order level.

3.3.5.9 Develop staffing and personnel work schedules to support operations and RADAR/non-RADAR services which are dependent on operational site-specific requirements and subject to government approval.

3.3.6 ATC Liaison

The ATC Liaison function provides services from within a Radar or Tower ATC facility or an independent facility. The service shall be provided by a qualified tower or radar air traffic controller who shall provide technical ATC expertise and advice to host nation ATC personnel. Contractor liaisons shall clarify miscommunications between host nation controllers and US military pilots resulting from language barriers in order to facilitate the safe and expeditious flow of air traffic. These may involve actively controlling aircraft (as agreed to in an appropriate Memorandum of Understanding/ Letter of Agreement (MOU/LOA) with the host nation) and, as such shall be staffed by an experienced controller who holds a current medical Class II certification. ATC Liaison position shall (as required) repeat/clarify host nation control instructions to ensure understanding and compliance by US military/coalition pilots. The contractor shall be capable of providing appropriate resources to support the following tasks (**this list is not all inclusive and may be supplemented by tasks as outlined in the documents in paragraph 2.1**):

3.3.6.1 Develop and submit various reports (CDRL A002) such as incident, accident and other post action emergent reports within prescribed limits of controlling directives, instructions, and/or as specified at the task order level.

3.3.6.2 Develop staffing and personnel work schedules to support ATC liaison services which are dependent on operational site-specific requirements and subject to government approval.

3.3.7 ATC Training Support

The ATC Training Support function provides the necessary tools to ensure ATC personnel are properly trained and certified/qualified. The ATC Training support function also provides the vehicle by which ATC personnel are kept current and proficient within their discipline in accordance with the Contractor developed, Government approved, training plan and program. The contractor shall be capable of providing appropriate resources to support the following tasks (**this list is not all inclusive and may be supplemented by tasks as outlined in the documents in paragraph 2.1**):

3.3.7.1 Develop/update/modify the training program (CDRL A003) annually or when required.

3.3.7.2 Ensure ATC training is conducted in compliance with Government approved training program and plan.

3.3.7.3 Maintain documentation of required training and certification.

3.3.7.4 Maintain individual training records.

3.3.7.5 Provide monthly training reports (CDRL A003).

- 3.3.7.6 Provide tracking and documentation of currency requirements and submit reports (CDRL A003) as required.
- 3.3.7.7 Provide position qualification recommendations.
- 3.3.7.8 Provide recommendations for changes to training program/plan.
- 3.3.7.9 Develop and provide all reports, training plan(s), syllabi, and training analyses (CDRL A003) by the due dates specified in controlling directives, instructions, and/or as specified at the task order level.
- 3.3.7.10 Develop staffing and personnel work schedules to support ATC and ATC Training services which are dependent on operational site-specific requirements and subject to government approval.

3.4 AIRFIELD MANAGEMENT (AM) OPERATIONS SUPPORT

The contractor shall be capable of providing various AM operational support. The Contractor shall qualify and certify their personnel as required. The Contractor shall maintain certification records and documentation as required. The following tasks are separated into functional operational support:

3.4.1 Airfield Management Support

The following tasks shall be the responsibility of the personnel whose position title is "Airfield Manager (AFM)". The contractor shall plan, organize, direct, and oversee the activities of the Airfield Management/Airfield Operations. The contractor shall be capable of providing appropriate resources to support the following tasks **(this list is not all inclusive and may be supplemented by tasks as outlined in the documents in paragraph 2.1):**

- 3.4.1.1 Develop and direct the implementation of short and long term operational plans, policies, and procedures (CDRL A004) of airfield operations activities and airfield facilities essential to flight safety and flight operations.
- 3.4.1.2 Inspect the airfield after emergencies/accidents, assess damage to airfield property, and direct the necessary actions to repair and reopen airfield facilities.
- 3.4.1.3 Serve as the Wing Commander's focal point for orchestrating daily and long range utilization of the airfield to ensure accomplishment of assigned missions as well as maximum support for other flight operations.
- 3.4.1.4 Develop policies (CDRL A004) concerned with the establishment and improvement of airfield support activities and Airfield Management/ Airfield Operations procedures in support of military and civilian operation.
- 3.4.1.5 Research, interpret, analyze, and apply DOD, Air Force, Federal Aviation Administration (FAA), and International Civil Aeronautical Organization (ICAO) rules and directives.
- 3.4.1.6 Establish, revise, or review policies, procedures, mission objectives, and organization design for airfield management and flight services activities, ensuring that flying mission and/or flight safety is not compromised.
- 3.4.1.7 Develop procedures (CDRL A004) to notify proper agencies when an aircraft carrying hazardous cargo is arriving at or departing from the base.
- 3.4.1.8 Coordinate with explosive safety and other appropriate agencies on areas designated for parking, loading, and servicing of aircraft with hazardous cargo.

- 3.4.1.9 Develop and implement internal procedures (CDRL A004) in support of the National Search and Rescue Plan.
- 3.4.1.10 Coordinate with internal and external agencies to affect the search activity for downed aircraft and crewmembers.
- 3.4.1.11 Coordinate on development and application of base-wide operation plans supporting wartime operations, contingencies, aircraft accidents, natural disasters, aircraft incidents on/off base.
- 3.4.1.12 Develop and implement procedures with on and off base emergency response agencies involving any aircraft in the local flying area.
- 3.4.1.13 Ensure Primary and Secondary Crash Nets are installed, operational, and maintained.
- 3.4.1.14 Manage the Base Flight Information Publications (FLIP) Program.
- 3.4.1.15 Develop procedures (CDRL A004) for advising military/civilian agencies on closure of runways, taxiways, or aircraft parking aprons/spots, airfield repairs/construction, and availability of airfield lighting/navigational aid systems.
- 3.4.1.16 Provide guidance and coordination with emergency situations on the airfield.
- 3.4.1.17 Perform self-inspection and presents detailed and comprehensive report (CDRL A004) with any corrective action taken.
- 3.4.1.18 Develop, manage, and administer the base-wide Airfield driving/training familiarization program.
- 3.4.1.19 Oversee maintenance and operation of the airfield to ensure compliance with all applicable safety regulations.
- 3.4.1.20 Responsible to open or close the airfield to air traffic after determining safe or unsafe operating conditions exist, based on knowledge of aircraft configurations and maneuvering capabilities.
- 3.4.1.21 Responsible for airfield construction projects including runways, taxiways, aircraft parking ramps, lighting systems, etc.
- 3.4.1.22 Provide advice and assistance in such activities as airfield surface repair and painting programs and their work crews.
- 3.4.1.23 Work closely with Civil Engineers in all phases of programmed airfield construction.
- 3.4.1.24 Coordinate with Civil Engineers to ensure airfield repair and maintenance are properly accomplished.
- 3.4.1.25 Identify requirements for both major and minor airfield improvement projects. This includes **attending pre-construction meetings**, submitting work requests, preparing funding justification, reviewing design engineering plans for adequacy and completeness, monitoring progress, and performing final inspection (CDRL A004). Monitors to prevent unsafe conditions and maintain continued use of facilities.
- 3.4.1.26 Coordinate with Civil Engineering to establish runway rubber removal and painting schedule and to control height of vegetation on airfield to include overruns, approach surfaces, and areas around airfield lighting.
- 3.4.1.27 Review with Civil Engineering and safety all waivers that affect the airfield and flying operations.
- 3.4.1.28 Establish airfield sweeper support and approve daily sweeping schedule. This includes monitoring airfield sweeping schedule for effectiveness, executes change based on current requirements and analysis of trends.

- 3.4.1.29 Represent the installation for all airfield management matters at various conferences, meetings, and one-on-one dealings with local officials, other DoD components, and other Federal and State organizations concerning management and use of the airfield.
- 3.4.1.30 Serve as a member of the Airfield Operations Board and the base Bird Aircraft Strike Hazard (BASH) working group.
- 3.4.1.31 Establish, develop, and maintain effective working relationships with control tower operations, RAPCON, and FAA personnel.
- 3.4.1.32 Meet with or discuss services provided to pilots and coordinating officials to assess customer satisfaction, explain organization policy and procedures, and resolves significant problems that arise.
- 3.4.1.33 Serve as technical advisor to the base Flying Safety Office on accidents, incidents, and hazards.
- 3.4.1.34 Maintain liaison with other armed forces and civilian counterparts in developing joint operations requirements.
- 3.4.1.35 Execute the airfield portion of the Bird, Aircraft Strike Hazard (BASH) and Foreign Object Damage (FOD) programs.
- 3.4.1.36 Develop and ensure implementation of BASH measures based on trends, environmental studies, and seasonal events.
- 3.4.1.37 Coordinate procedures for airfield wildlife dispersal teams in support of the BASH program.
- 3.4.1.38 Ensure that information provided for aircrew pre-flight planning; develops procedures (CDRL A004) for collecting and processing wildlife remains for proper identification and tracking.
- 3.4.1.39 Brief bird migration efforts and procedures.
- 3.4.1.40 Ensure dissemination of bird watch conditions.
- 3.4.1.41 Coordinate with CE, SE, Aircraft Maintenance and Foreign FOD Manager on the airfield Foreign Object Damage (FOD) program.
- 3.4.1.42 Participate in base Foreign Object Damage meetings and briefs on airfield FOD conditions and trends.
- 3.4.1.43 Develop and submit various AFM reports and documents (CDRL A004) such as policies, and procedures within prescribed limits of controlling directives, instructions, and/or as specified at the task order level.
- 3.4.1.44 Develop staffing and personnel work schedules to support airfield management services which are dependent on operational site-specific requirements and subject to government approval.
- 3.4.1.45 Develop and coordinate Airfield Parking Plan.
- 3.4.1.46 Develop and coordinate Annual Airfield Certification/Safety Inspections.

3.4.2 Airfield Management Operations Supervision

The following tasks shall be the responsibility of the personnel whose position title is "Airfield Management Shift Supervisor/Lead (AMOS)." The contractor shall maintain situational awareness of airfield activities and overall responsibility for the Airfield Management Operations (AMOPS) section while on duty. The contractor shall be capable of providing appropriate resources to support the following tasks **(this list is not all inclusive and may be supplemented by tasks as outlined in the documents in paragraph 2.1):**

- 3.4.2.1 Monitor and coordinate airfield and aircraft activities.
- 3.4.2.2 Serve as the AFM's representative during emergency response situations and during non-duty hours.
- 3.4.2.3 Assess airfield operations/situations, determine operational requirements and impose airfield restrictions as needed (e.g., closing/suspending operations on aprons, taxiways and runways).
- 3.4.2.4 Conduct and document a shift change briefing prior to signing off-duty.
- 3.4.2.5 Conduct airfield inspections and checks.
- 3.4.2.6 Process flight plans and other air traffic related data through the national and international air traffic systems.
- 3.4.2.7 Provide flight following services and initiate appropriate actions when aircraft are overdue.
- 3.4.2.8 Maintain and process NOTAMs.
- 3.4.2.9 Maintain a record of daily events on AF IMT 3616 – *Daily Record of Facility Operation*.
- 3.4.2.10 Execute Operating Instructions (OIs) and Quick Reaction Checklists (QRCs) necessary to perform AFM duties and responds to situations requiring immediate action.
- 3.4.2.11 Provide transient aircrew and aircraft support to include processing Prior Permission Required (PPR) requests; coordinate parking areas; receive, store, and issue classified material.
- 3.4.2.12 Provide briefings to base and transient aircrews on relevant airfield operations and restrictions.
- 3.4.2.13 Maintain the flight planning room equipment, maps, displays and publications
- 3.4.2.14 Develop and submit various reports (CDRL A004) within prescribed limits of controlling directives, instructions, and/or as specified at the task order level.

3.4.3 Airfield Management Operations Coordination

The following tasks shall be the responsibility of the personnel whose position title is "Airfield Management Operations Coordinator (AMOC)." The contractor shall monitor and coordinate airfield and aircraft activities. The contractor shall be capable of providing appropriate resources to support the following tasks (**this list is not all inclusive and may be supplemented by tasks as outlined in the documents in paragraph 2.1**):

- 3.4.3.1 Conduct airfield checks.
- 3.4.3.2 Process flight plans and other air traffic related data through the national and international air traffic systems.
- 3.4.3.3 Provide flight following services and initiate appropriate actions when aircraft are overdue.
- 3.4.3.4 Maintain and process Notices to Airmen (NOTAMs).
- 3.4.3.5 Maintain a record of daily events on AF IMT 3616.
- 3.4.3.6 Execute OIs and QRCs necessary to perform AM duties and responds to situations requiring immediate action.

3.4.3.7 Provide transient aircrew and aircraft support to include processing Prior Permission Required (PPR) requests; coordinating parking areas; receiving, storing and issuing classified material.

3.4.3.8 Provide briefings to base and transient aircrews on relevant airfield operations and restrictions.

3.4.3.9 Maintain the flight planning room equipment, maps, displays and publications.

3.4.4 Flight Planning/Flight Following Services

Flight planning services include receiving, and processing of flight plans as well as providing assistance in their planning. Flight planning services also include maintaining a current inventory of aeronautical charts, publications, applicable directives, and Notice To Airmen (NOTAM) files and providing facilities for aircrews to conduct flight and mission planning. Flight Following services include Search and Rescue (SAR) notification and coordination as well as Flight Following Services as delineated within guiding directives. The contractor shall be capable of providing appropriate resources to support the following tasks (**this list is not all inclusive and may be supplemented by tasks as outlined in the documents in paragraph 2.1**):

3.4.4.1 Flight Planning Services

- (a) Maintain required publications, directives, charts, and supplies for pilot and facility reference and use.
- (b) Maintain facilities and equipment – recording any outages and actions taken to correct discrepancies.
- (c) Disseminate NOTAMS.
- (d) Ensure the most current aeronautical charts, publications and flight planning materials are available to aircrews in adequate quantities.
- (e) Assist aircrews in planning and proper filing of flight plans.
- (f) Supervise the processing and transmitting of flight plans and movement messages.

3.4.4.2 Flight Following Services

- (a) Receive, process, post, and transmit flight plans and aircraft movement messages.
- (b) Coordinate flight plans and movement messages with other ATC agencies and flight service stations.
- (c) Handle incoming and outgoing communications, aircraft flight guard; and initiate overdue and alert actions with Search and Rescue Centers.

3.4.4.3 Develop and submit various flight planning reports (CDRL A004) such as incident, accident and other post action emergent reports within prescribed limits of controlling directives, instructions, or as specified at the task order level.

3.4.4.4 Develop staffing and personnel work schedules to support operations and flight planning/flight following services which are dependent on operational site-specific requirements and subject to government approval.

3.5 (Deleted)

3.6 C2/ATC/AFM SYSTEM AND EQUIPMENT SUPPORT

3.6.1 Aviation C2 and Communications Maintenance Services

The aviation C2 maintenance operations function provides for preventive and corrective maintenance services of assigned systems/equipment. The Contractor shall qualify and certify their personnel as required. The Contractor shall maintain certification records and documentation as required. The contractor shall provide familiarization to active duty personnel ~~blue suit~~ as required. The contractor shall be capable of providing appropriate resources to support the following tasks:

3.6.1.1 Provide maintenance on aviation C2 suites of equipment to meet the operational objectives as directed by the local Communications Squadron Commander and the system User Logistics Support Summary (ULSS) as defined in the governing USAF provided SOPs, AFIs, CEMIs, and applicable Technical Orders/Manuals. Specific aviation C2 equipment will vary from site to site, but will consist of, but not be limited to, the following suites of systems:

Aviation C2 Suites of Equipment	
C2 Communications Systems, such as: CM-200, GRC-171&211, GRR-23/24, GRT-21/22, ETVS, Liberty Star, PL-2000DT, PRC-117, RT-1319, TRC-176, URC-200, EPLRS radio, AN/TRC-214, Joint Radio Relay (JR2), Cornet TVCS-L, LHSC, RT9000D, 721S-1, 721S-2, ALE, Have Quick, SINCGARS, and VRC-103	C2 and ATC Radar Systems, such as: TPS-75, GPN-22, GPN-27(or 20), MPN-14K, MPN-25, and TPN-19
Data Link and COMSEC equipment, such as: Joint Range Extension (JRE), Air Defense Systems Integrator (ADSI), Multi Source Correlator Tracker (MSCT), Tactical Display Framework (TDF), Digicomp systems, EPLRS, MIDS terminal, KIV-7, KG-40, TACLANE, KY-100, KIV-19A, LMS, SAS, DTS-K, RARITAN KVM, Blue Force Tracker, ADS-B, KSV-21, AN/VRC 103 and KG-175D	BC3 Systems such as: Mobile BC3 Suites, BC3 Increment 2, BC3 Expeditionary (BC3-E) and BC3-T
Heating, Ventilation and Air Conditioning Systems	Power Production (GENSET) Equipment
Uninterruptable Power Supply (UPS) equipment Containerized UPS	

3.6.1.2 Determine and report the operational readiness, capabilities, limitations and reliability of installed systems.

3.6.1.3 Collect and maintain current library of applicable technical instructions and directives.

3.6.1.4 Ensure maintenance personnel are trained in accordance with Government approved training plan/program.

3.6.1.5 Ensure inventory of spare parts/components is accurate and adequate.

3.6.1.6 Provide for authorized modification, alteration and installation of equipment.

3.6.1.7 Prepare and submit updated drawings (CDRL A006) and other technical documentation (CDRL A006) to reflect system/equipment configuration changes as required.

3.6.1.8 Prepare and submit routine and special reports (CDRL A006) as required.

3.6.1.9 Ensure all applicable Occupational Safety and Health Administration (OSHA) requirements are in place and provided through a government approved safety program.

3.6.1.10 Provide support for Mission Capable Reporting (MICAP) and supply processes in accordance with guiding directives.

- 3.6.1.11 Ensure all assigned equipment operates/functions in accordance with applicable technical specifications/operational directives.
- 3.6.1.12 Ensure voice recording /data-recording tapes are rotated and secured in accordance with established local directives.
- 3.6.1.13 Provide for the secure storage/custody of voice recordings identified by the Government as part of any accident or incident.
- 3.6.1.14 Ensure compliance with a Contractor developed Quality Assurance (QA) program.
- 3.6.1.15 Ensure compliance with a Contractor developed and Government approved Drug screening program.
- 3.6.1.16 Analyze and implement configuration changes or upgrades as requested by the government. Task includes the contractor providing a price and implementation schedule (CDRL A006) to the government for the change/upgrade. The contractor shall make no configuration changes unless authorized by the government.
- 3.6.1.17 Develop and provide all technical reports, plans, analyses, and/or drawings (CDRL A006) by the due dates specified in controlling directives, instructions, and/or as specified at the task order level.
- 3.6.1.18 Develop staffing and personnel work schedules to support Aviation C2 and communications maintenance services which are dependent on operational site-specific requirements and subject to government approval.

3.6.2 ATCALs Maintenance Services

The electronics maintenance operations function provides for preventive and corrective maintenance services of assigned systems/equipment. The contractor shall be capable of providing appropriate resources to support the following tasks:

- 3.6.2.1 Provide maintenance on the ATCALs suites of equipment to meet the operational objectives as directed by the local Communications Squadron Commander and as defined in the governing USAF provided SOPs, AFIs, CEMIs, and applicable Technical Orders/Manuals. Specific ATCALs equipment will vary from site to site, but will consist of, but not be limited to, the following suites of systems:

Typical ATCALs Suites of Equipment	
ATC Communications Systems, such as: CM-200, GRC-171&211, GRR-23/24, GRT-21/22, ETVS, Liberty Star, PL-2000DT, PRC-117, RT-1319, TRC-176, and URC-200	ATC Radar Systems, such as: GPN-22, GPN-27(or 20), MPN-14K, MPN-25, and TPN-19
ATC NAVAID Systems, such as: DME-2020, ILS-2100, MMLS, MPN-23, RCSU-2238, TACAN-2010, TRN-26, TRN-41, TRN-44, and VOR-1150	Other ATC Systems, such as: FMQ-18, FMQ-19, Micro-EARTS, MSCT, NRTD, STARS, STRAP, and TDX-2000
Heating, Ventilation and Air Conditioning Systems	Power Production (GENSET) Equipment
Uninterruptable Power Supply (UPS) equipment Containerized UPS	

- 3.6.2.2 Determine and report the operational readiness, capabilities, limitations and reliability of installed systems.
- 3.6.2.3 Collect and maintain current library of applicable technical instructions and directives.
- 3.6.2.4 Provide for the request of and implementation of approved frequencies.

- 3.6.2.5 Ensure maintenance personnel are trained in accordance with Government approved training plan/program.
- 3.6.2.6 Ensure inventory of spare parts/components is accurate and adequate.
- 3.6.2.7 Provide for authorized modification, alteration and installation of equipment.
- 3.6.2.8 Prepare and submit updated drawings and other technical documentation to reflect system/equipment configuration changes as required.
- 3.6.2.9 Prepare and submit routine and special reports as required.
- 3.6.2.10 Ensure all applicable Occupational Safety and Health Administration (OSHA) requirements are in place and provided through a government approved safety program.
- 3.6.2.11 Provide support for Mission Capable Reporting (MICAP) and supply processes in accordance with guiding directives.
- 3.6.2.12 Provide assistance during scheduled or unscheduled flight checks.
- 3.6.2.13 Ensure all assigned equipment operates/functions in accordance with applicable technical specifications/operational directives.
- 3.6.2.14 Ensure proper NAVAID sighting and installation in accordance with applicable instructions.
- 3.6.2.15 Initiate requests for flight checks in accordance with established periodicity.
- 3.6.2.16 Ensure voice recording /data-recording tapes are rotated and secured in accordance with established local directives.
- 3.6.2.17 Provide for the secure storage/custody of voice recordings identified by the Government as part of any accident or incident.
- 3.6.2.18 Ensure compliance with a Contractor developed Quality Assurance (QA) program.
- 3.6.2.19 Ensure compliance with a Contractor developed and Government approved Drug screening program.
- 3.6.2.20 Analyze and implement configuration changes or upgrades as requested by the government. Task includes the contractor providing a price and implementation schedule to the government for the change/upgrade. The contractor shall make no configuration changes unless authorized by the government.
- 3.6.2.21 Perform all scheduled and unscheduled maintenance as required to meet the target operational availability (Ao) of 98%, as defined below. Unscheduled maintenance will be performed when service restoration and equipment repairs are required. All unscheduled maintenance will be reported to the local Communications Focal Point (CFP/Job Control). Scheduled maintenance will be coordinated with the local CFP/Job Control 30 days prior to planned maintenance outage. The following parameters are applicable to the support of this task:

(a) ATCALs System Availability

FULL MISSION CAPABLE RATES (E_r)

	E_r Rate Requirements	98%	98%	98%	98%	98%
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#	<i>Operational Requirements</i>	Radar Site Search System	Radar Site SIF System	PAR	ATC Comm	NAV AIDS
1	Primary radar data is available at the demarcation point and quality is acceptable by operations					
2	Usable Secondary (SIF) radar data is available at the demarcation point and quality is acceptable by operations					

Systems Fully Mission Capable Rate (FMC)

NOTE: (Shading indicates operational requirements and applicability) Failure to meet any one of the operational requirements listed in the above table results in downtime against the locations entire system or systems. Supply delays, acts of God and government directed delays, should not be used in the calculation of Ao or Er in determining system uptime rates.

(b) Formulas and Definitions

Operational Availability (Ao), shall be calculated by the contractor as follows:

$$Ao = \frac{AT - *DT}{AT}$$

Er = FMC shall be calculated by the contractor as follows:

$$Er \text{ Rate} = \frac{AT - (*DT - EET)}{AT}$$

Available Time (AT): = 24 hours a day, 7 days a week, for the month unless otherwise specified by the government.

Downtime (DT): = System is non-mission capable, (*include all delays).

Excusable Equipment Time (EET): excusable system, non-chargeable downtime

3.6.2.22 Report any major systems outage to the local CFP/Job Control within ten minutes of the outage. Verbal reports shall indicate the nature of the problem and provide an estimated time of restoration, if possible. Restoration of service shall be reported within five minutes of restoration. The contractor shall maintain a written Daily Master Station Log (MSL). The log shall be available to on-site Government personnel upon request.

3.6.2.23 Utilize and track government-provided Tools and Test Equipment, as required to maintain various ATCALS electronic equipment. The government will provide all tools and test equipment. The government will calibrate, and the contractor shall assume Test, Diagnostic, and Measurement Equipment (TDME) custodial responsibilities. The contractor shall monitor and work with the local material controller or local Communication Squadron Commander to schedule, ship, and label test equipment according to Air Force standards. The contractor will not be held responsible for acts of war, terrorism, sabotage, or acts of God should this equipment be destroyed during the performance of this contract.

3.6.2.24 Interface with the local base supply system for necessary parts when available. The Government supply channel will be used to support the USAFCENT AOR locations. The government is responsible for all supply stocks and re-supply. The government will provide logistics management for use of the standard Due-In-From-Maintenance (DIFM) concept.

3.6.2.25 Develop and provide all reports (CDRL A006) such as incident, accident and other post action emergent reports by the due dates specified in controlling directives, instructions, and/or as specified at the task order level.

3.6.2.26 Develop staffing and personnel work schedules to support ATCALS maintenance support service which are dependent on operational site-specific requirements and subject to government approval.

3.6.3 Electronics Maintenance Work Center Operations

Operation of an ATCALS maintenance facility work center includes oversight of routine preventive and corrective maintenance actions. The contractor shall be capable of providing appropriate resources to support the following tasks:

3.6.3.1 Ensure work center functions are performed in a safe and orderly manner.

3.6.3.2 Ensure planned and corrective maintenance is accomplished.

3.6.3.3 Provide for the maintenance and security of test equipment.

3.6.3.6 Ensure safety precautions, warning signs and emergency instructions are posted and followed where necessary.

3.6.3.5 Provide for the prompt and accurate maintenance of records.

3.6.3.6 Assist in the maintenance of Government Furnished Equipment (GFE) landline cables and cross-connect service on cables.

3.6.3.7 Ensure daily work assignments are coordinated in accordance with published work/watch schedules.

3.6.3.8 Initiate Mission Capable Reports (MICAP) and supply support actions in accordance with established procedures when required.

3.6.3.9 Maintain library of applicable branch directives and standard operating procedures (SOPs).

3.6.3.10 Document routine maintenance of equipment, including outage and action taken.

3.6.3.11 Ensure operational continuity between watch teams and work centers.

3.6.3.12 Recommend personnel for certification/qualification in accordance with the ATCALS maintenance training and certification Plan.

3.6.3.13 Assist with flight checks as required.

3.6.3.14 Develop and provide all reports (CDRL A006) such as incident, accident and other post action emergent reports by the due dates specified in controlling directives, instructions, and/or as specified at the task order level.

3.6.3.15 Develop staffing and personnel work schedules to support electronic maintenance work center services which are dependent on operational site-specific requirements and subject to government approval.

3.6.4 Electronics RADAR/NAVAIDS Maintenance

The Radar/NAVAIDS work center responsibilities include preventive and corrective maintenance of all fixed/mobile radar and navigation aid systems, including radar processing and display systems and associated connectivity equipment. The contractor shall be capable of providing appropriate resources to support the following tasks:

3.6.4.1 Ensure planned, preventative and corrective maintenance is performed according to applicable schedules or as necessary.

- 3.6.4.2 Provide for the maintenance and security of test equipment.
- 3.6.4.3 Ensure safety precautions, warning signs and emergency instructions are posted and followed where necessary.
- 3.6.4.4 Provide for the prompt and accurate maintenance of records.
- 3.6.4.5 Assist in the performance of flight checks as required.
- 3.6.4.6 Ensure NAVAIDS/Radars are aligned in accordance with established procedures.
- 3.6.4.7 Develop and provide all reports (CDRL A006) such as incident, accident and other post action emergent reports by the due dates specified in controlling directives, instructions, and/or as specified at the task order level.
- 3.6.4.8 Develop staffing and personnel work schedules to support electronic RADAR/NAVAIDS maintenance services which are dependent on operational site-specific requirements and subject to government approval.

3.6.5 Electronics Communication Maintenance

The communications work center function includes responsibilities for preventive and corrective maintenance of all fixed and portable communications systems, including electronic and fixed connectivity equipment. The contractor shall be capable of providing appropriate resources to support the following tasks:

- 3.6.5.1 Ensure planned, preventative and corrective maintenance is performed according to applicable schedules or as necessary.
- 3.6.5.2 Provide for the maintenance and security of test equipment.
- 3.6.5.3 Ensure safety precautions, warning signs and emergency instructions are posted and followed where necessary.
- 3.6.5.4 Provide for the prompt and accurate maintenance of records.
- 3.6.5.5 Provide for the maintenance of emergency radios.
- 3.6.5.6 Develop and provide all reports (CDRL A006) such as incident, accident and other post action emergent reports by the due dates specified in controlling directives, instructions, and/or as specified at the task order level.
- 3.6.5.7 Develop staffing and personnel work schedules to support Electronics Communications services which are dependent on operational site-specific requirements and subject to government approval.

3.6.6 Power and Heating, Ventilation, and Air Conditioning Mechanic Services

The contractor shall be capable of providing appropriate resources to support the following tasks:

- 3.6.6.1 Coordinate and assist with the installation, removal and operation of electrical power generating and control systems, automatic transfer switches, and associated equipment.
- 3.6.6.2 Coordinate performance of preventive maintenance inspections, troubleshooting and replacing and servicing minor parts for Uninterruptible Power Supply.
- 3.6.6.3 Interpret ammeters, voltmeters, frequency meters, synchrosopes, automatic temperature and pressure recorders and engine oil, fuel and coolant gauges.
- 3.6.6.4 Adjust generator systems to maintain proper voltage, current frequency and synchronization.

- 3.6.6.5 Synchronize multi-generators.
- 3.6.6.6 Operate voltage switches, circuit breakers, rheostats and other controls on switchgear and distribution panels.
- 3.6.6.7 Maintain inspection and maintenance records.
- 3.6.6.8 Maintain and repair HVAC equipment and systems supporting the communications systems
- 3.6.6.9 Perform recurring maintenance and seasonal overhaul on systems and components
- 3.6.6.10 Troubleshoot malfunctions and repairing or replace failed components.
- 3.6.6.11 Evaluating water treatment for cooling systems
- 3.6.6.12 Ensure EPA, OSHA and/or AFOSH compliance with safety and environmental regulations for fuels, refrigerants and hazardous materials.
- 3.6.6.13 Develop and provide all maintenance and service reports, logs, and files (CDRL A006) by the due dates specified in controlling directives, instructions, and/or as specified at the task order level.
- 3.6.6.14 Develop staffing and personnel work schedules to support mechanic services for power and HVAC which are dependent on operational site-specific requirements and subject to government approval.

3.7 TECHNICAL SUPPORT

3.7.1 Supply Support Services

Supply support services provide for the coordination and implementation of aviation C2 and ATCALS maintenance supply support procedures and processes. Efforts include, but shall not be limited to, performing complex and technical inventory, ordering, receiving and storing of supplies and repair parts. Additional responsibilities may include providing administrative and clerical duties involving compilation of fiscal reports, maintenance of required supply records, generation of various supply records, maintenance of inventory records and supply location cards. The contractor shall be capable of providing appropriate resources to support the following tasks:

- 3.7.1.1 Provide current inventory lists (CDRL A007).
- 3.7.1.2 Ensure stock records/acquisition files are maintained in an efficient and effective manner.
- 3.7.1.3 Ensure Depot Level Repairable (DLR) processing is properly accomplished and tracked until completed.
- 3.7.1.4 Provide shipping and receiving support to include inventory, packing, coordinating, unpacking, documenting damaged, missing items and submitting appropriate reports.
- 3.7.1.5 Provide inventory reporting as required.
- 3.7.1.6 Ensure requisitions are properly and promptly processed.
- 3.7.1.7 Assist in the preparation of Mission Capable Reports (MICAP) as required.
- 3.7.1.8 Prepare and track requisitions for consumable items.
- 3.7.1.9 Ensure all tools and test equipment are properly issued and properly receipted for upon return.

3.7.1.10 Develop staffing and personnel work schedules to support supply services which are dependent on operational site-specific requirements and subject to government approval.

3.7.1.11 Ensure all tools, test equipment, spare parts and components are properly secured in Government provided spaces. Custodial duties also include maintaining an accurate inventory of these items and notifying the appropriate Government Manager when replacements are required.

3.7.2 Site Surveys and Studies

The Contractor shall conduct site surveys to determine the optimum location and configuration for an equipment/system modifications or upgrades. The Contractor must be capable of gathering all pertinent environmental, engineering, configuration and design information relevant to site conditions, analyzing the collected data, performing necessary calculations to make technical recommendations, and preparing technical reports and documentation (CDRL A006) for a specific engineering change proposal, modification, or system upgrade.

3.7.3 Equipment and Material Support

As specified on task orders, the contractor shall provide various equipment/material support that ranges from research, procurement, fabrication, integration, and delivery.

3.7.3.1 Equipment/Material Research

The contractor shall research specified equipment and/or material within the parameters outline at the task order.

3.7.3.2 Procurement

The contractor shall procure items listed under the Contractor Acquired Property (CAP) paragraph. Acquisition selection factors shall include price, availability, reliability, and supportability within current supply system. This information shall be tracked and available for government review as needed. The contractor shall provide all support data and cost estimates necessary to justify a fair and reasonable price per item procured. The contractor shall have an adequate accounting system to track all items and the acquisition status per task order and per item. After receipt, the contractor shall have an adequate property management system to track the item status per task order per item. Unless otherwise noted, all items procured by the contractor shall be stored at the contractor's facilities and transported by the contractor as directed in each task order. As required, the contractor shall be responsible for generating material reports for the basic contract summary report and for each awarded TO. Deliverable documentation shall vary and be specified in each TO, if applicable.

Contractor shall recommend items that conform to applicable product validation, identification, and tracking requirements.

a) Product Validation – The contractor shall certify that it purchases supplies from authorized resellers and/or distributors. Unless otherwise specified, the contractor shall warrant that the products are new, in their original box. The contractor shall obtain all manufacturer products submitted in task/delivery order offers from authentic manufacturers or through legal distribution channels only, in accordance with all applicable laws and policies at the time of purchase. The contractor shall provide the Government with a copy of the End User license agreement, and shall warrant that all manufacturer software is licensed originally to Government as the original licensee authorized to use the manufacturer software. This information shall be tracked and available for government review as needed.

b) Information Assurance/Computer Security Requirements – The contractor shall ensure that all products recommended and/or procured that impact Information Assurance (IA) shall be selected from the NIAP Validated Products List. The products chosen shall be based on the appropriate Evaluated Assurance Level (EAL) for the network involved, and utilized in accordance with latest Defense Information Systems Agency (DISA) policy at time of order. This information shall be tracked and available for government review as needed.

c) Item Unique Identification (IUID) and Radio Frequency Identification (RFID) – In accordance with SECNAVINST 4440.34, the contractor shall ensure that all items purchased with a unit cost equal to or exceeding

\$5,000 (or less if item is serially managed or if government specifies items on individual task/delivery orders) is labeled with an item unique identification number or Unique Item Identifier (UII). Prior to delivery of the item to the Government, the contractor shall clearly mark and identify each applicable item based on the criteria provided in DoD MIL-STD 130N for those items not already marked. If specified in individual task/delivery orders, the contractor shall provide Radio Frequency Identification (RFID) in accordance with Under Secretary of Defense Memo Radio Frequency Identification (RFID), July 30, 2004. All IUID information shall be recorded and shall be subject to government review as needed. The contractor shall track IUID items and maintain information being recorded.

(i) Contractor shall enter all items with Unique Item Identifier (UII) in the IUID Registry. Data is either submitted via Wide Area Workflow (WAWF) or manually entered via the IUID website.

(ii) Contractor shall be responsible maintaining and updating information in the IUID Registry. Contractor shall update custody status when items are designated as government furnished material, returned to government position, change physical location, or has been consumed, destroyed, scrapped, lost or abandoned during contract/TO performance.

3.7.3.3 Product/Item Tracking

In accordance with FAR 52.245-1, the contractor shall create and maintain records of all government property accountable to the contract, including Government-furnished and Contractor-acquired property. Each item ordered and delivered shall be included in an item tracking report (CDRL A007). At a minimum, the report shall track the following information: item description, order date, serial number, model number, lot number, delivery location, and the manufacturer warranty period and expiration date, if applicable. This information shall be tracked and available for government review as needed, and the information shall have the ability to be sorted and manipulated by any of the input fields. The government shall own all data rights to the collected information.

3.7.4 Warranty Tracking of Serialized Items

As specified in DFARS 252.246-7006 and Contract Attachment # – Instructions for Electronic Submission of Warranty Tracking and Administration Information for Serialized Items, the contractor shall follow the requirements for any serialized item manufactured or acquired that come with a warranty:

3.7.4.1 For government specified warranty terms, the government will complete certain fields on the Warranty Tracking Information (WTI) form and Warranty Source of Repair Instructions (WSRI) form and electronically forwarded them to contractor. The contractor shall complete the remaining sections of the WTI and WSRI and forward the forms (CDRL A008) to the Contracting Officer and COR at time of delivery of the warranted serialized item(s).

3.7.4.2 For contractor/vendor specified warranty terms, the contractor shall complete all data elements for both the WTI and WSRI and shall forward the forms (CDRL A008) electronically to the tech code. The WTI shall be returned to the Contracting Officer and COR at contract/TO award. The WSRI shall be returned to the Contracting Officer and COR at contract/TO award or at time of delivery of the warranted serialized item(s).

3.7.4.3 For receipt and acceptance of items, the contractor shall comply with the following requirements:

(a) If the WTI and WSRI are submitted manually (as a PDF file), the contractor shall forward documents to COR for review. As required, contractor shall forward approved documents to government personnel responsible for posting the forms to Electronic Data Access (EDA).

(b) If utilizing the Wide Area WorkFlow (WAWF), the contractor shall ensure that the required warranty data is electronically submitted using the Contract Data Requirements List (CDRL) exhibit line item number (ELIN) functionality for the WAWF Materiel Inspection and Receiving Report or WAWF Repairable Receiving Report, as applicable.

3.7.5 Warranty Manager

The Contractor shall serve as the warranty manager by tracking the applicable government acceptance dates/receipt dates against the serial number of equipment or the lowest replaceable unit (LRU) of a system. As warranty manager, the contractor shall, unless otherwise directed, submit warranty data on Warranty Tracking Information (WTI) form and Warranty Source of Repair Instructions (WSRI) as specified on the Warranty Tracking and Administration for Serialized Items (CDRL A008). As directed in the TO, the contractor shall upload data to the Wide Area WorkFlow (WAWF) Materiel Inspection and Receiving Report (or WAWF Repairable Receiving Report, if appropriate).

3.7.5.1 If there is no compatible government data base to maintain and track warranty life spans for the Government furnished property and/or Contractor acquired property under contract, the contractor shall internally track items by task order (if applicable), serial numbers, and the information shall be updated monthly to identify the time left on the original warranty. The contractor shall provide the government a copy of the warranty information in an item tracking report (CDRL A007).

3.7.5.2 When an item has failed, the contractor will determine if the item is still under warranty. If the item is under warranty, the contractor shall obtain a Return for Maintenance Authorization (RMA) number and instructions on how to get the product repaired or replaced from the manufacturer or authorized distributor. As required a Warranty and Non-Warranty Failure Status Repair Report (CDRL A009) shall be submitted to the COR on all warranty and non-warranty actions taken during the preceding quarter and collected cumulatively. The Reports shall be submitted within fifteen (15) days of the completion of the quarter. Quarters shall be based on the fiscal year beginning in the month of October.

3.7.6 Help Desk/Customer Support

If specified in the TO, the contractor shall provide "Help Desk" assistance 24-hours a day and seven days a week.

3.7.6.1 The Contractor shall provide technical, operation, and maintenance support services for Aviation C2/ATC/ATCALS systems installed for SPAWAR Systems Center Atlantic Office as required per individual task orders via requirements of the PWS. This support shall include but limited to the following:

- (a) Telephone support by qualified contract personnel on task specific hardware, firmware, software, ancillary equipment, and associated electrical, electronic, and mechanical equipment of subject installed Aviation C2/ATC/ATCALS systems. Calls will originate from the end-user or Special Program IPT PMO.
- (b) Evaluation and review of system or equipment failures or modifications and additions due to site changes in configuration or operation.
- (c) The Contractor shall recommend spare parts that should be procured and provided as part of the initial integration effort(s).

3.7.6.2 Maintenance support shall include technical and logistics service for processing equipment warranty repairs or other site troubleshooting and repair requirements.

3.7.6.3 Services shall be comprised of either professional for requirements such as telephone service or evaluation and recommendation, technical for requirements such as on site repair, modification, or system additions. Travel, per diem, and minor equipment and material required to complete a task of this type should be provided under the applicable line item.

3.7.7 On-Site Technical Assist

The Contractor shall provide technical assistance directly for CASREP resolution, fault analysis, testing, and/or repair of various SSC Atlantic installed systems and equipment, as directed by individual task orders, to restore the units to operational status. The Contractor shall be prepared to commence travel for onsite assistance within 24 hours of notification. These personnel shall be technically knowledgeable and capable of analyzing system problems and implementing corrective actions without direct assistance or support from SSC Atlantic personnel if and when required. Technical assistance may also involve collecting additional information for SSC Atlantic, such as design, operation and equipment conditions, training and skill levels of site operators, engineering change status,

initial calibration, recalibration, and maintenance problems. The Contractor shall report findings, analysis results and corrective action taken associated with technical assistance provided, using the Government provided database/format/workspace.

3.8 ADMINISTRATIVE SUPPORT

Administrative support services provide for a full range of administrative functions associated with office and office automation requirements. Responsibilities include, but are not limited to: maintenance of subject matter files and records for maintenance; setup and maintenance of action item logs; phone logs; scheduling appointments; coordinating time, participants, and location of meetings in accordance with instructions from supervisory personnel; the full range of administrative and clerical duties inherent in supporting the Program Manager, Project Manager, and others in successfully accomplishing task efforts. The Contractor shall determine work schedules and personnel assignments in response to Government approved staffing requirements.

4.0 INFORMATION TECHNOLOGY (IT) SERVICES REQUIREMENTS

4.1 INFORMATION TECHNOLOGY (IT) GENERAL REQUIREMENTS

When applicable, the contractor shall be responsible for the following:

- 4.1.1 Ensure that no production systems are operational on any RDT&E network.
- 4.1.2 Follow DoDI 8510.01 of 28 Nov 2007 when deploying, integrating, and implementing IT capabilities.
- 4.1.3 Migrate all Navy Ashore production systems to the NMCI environment where available.
- 4.1.4 Work with government personnel to ensure compliance with all current Navy IT & IA policies, including those pertaining to Cyber Asset Reduction and Security (CARS).
- 4.1.5 Follow SECNAVINST 5239.3B of 17 June 2009 & DoDI 8510.01 of 28 Nov 2007 prior to integration and implementation of IT solutions or systems.

4.2 ACQUISITION OF COMMERCIAL SOFTWARE PRODUCTS, HARDWARE, AND RELATED SERVICES

Contractors recommending or purchasing commercial software products, hardware, and related services shall ensure they recommend or procure items from approved sources as directed in the latest DoN and DoD policies. Contractors that are authorized to use Government supply sources per FAR 51.101, shall as directed in DoN Memorandum – Mandatory use of DoN Enterprise Licensing Agreement (ELA) dtd 22 Feb 12 verify if the product is attainable through DoN ELAs and if so, procure that item in accordance with appropriate ELA procedures. If an item is not attainable through the DoN ELA program, contractors shall then utilize DoD Enterprise Software Initiative (ESI) program (see DFARS 208.74) and government-wide SmartBuy program (see DoD memo dtd 22 Dec 05). Any item purchased outside these programs shall require approved waivers as directed in the applicable program. Software requirements will be specified at the task order level.

4.3 SECTION 508 COMPLIANCE

The contractor shall ensure that all software recommended, procured and/or developed is compliant with Section 508 of the Rehabilitation Act of 1973, 26 CFR Part 1194 and as directed in SPAWARINST 5721.1B of 17 Nov 2009. In accordance with FAR 39.204, this requirement does not apply to contractor acquired software that is incidental to the task, software procured/developed to support a program or system designated as a National Security System (NSS) or if the product is located in spaces frequented only by service personnel for maintenance, repair or occasional monitoring of equipment.

4.4. SOFTWARE DEVELOPMENT/MODERNIZATION AND HOSTING

All programs utilizing this contract for software development/ modernization (DEV/MOD), including the development of IT tools to automate SSC Atlantic business processes, shall be compliant with DON Information Management/Information Technology (DON IM/IT) Investment Review Process Guidance requirements. Contractors shall neither host nor develop IT tools to automate SSC Atlantic business processes unless specifically tasked within the task order or contract. IT tools developed to automate SSC Atlantic business processes shall be delivered with full documentation (CDRL A010) and source code (CDRL A011) to allow non-proprietary operation and maintenance by any source. All programs shall submit proof of completed DEV/MOD certification approval from the appropriate authority in accordance with DON policy prior to TO/DO award. (DITPR-DON Update) *Note must be listed on Investment Review Board (IRB) approved list.

5.0 CONTRACT ADMINISTRATION

Contract Administration is required for all contracts; it provides the government a means for contract management and monitoring. Regardless of the level of support, the ultimate objective of the contractor is ensuring the government's requirements are met, delivered on schedule, and performed within budget.

5.1 CONTRACT LIAISON

The contractor shall assign a technical single point of contact, also known as the Program Manager (PM) who shall work closely with the government Contracting Officer and Contracting Officer's Representative (COR), as applicable. Note: For Indefinite Delivery/Indefinite Quantity (IDIQ) contracts, CORs will be assigned at the task order level. The contractor PM, located in the contractor's facility, shall ultimately be responsible for ensuring that the contractor's performance meets all government contracting requirements within cost and schedule. PM shall have the requisite authority for full control over all company resources necessary for contract performance. The PM shall have authority to approve task order proposals in emergent situations. Responsibilities shall also include, but not be limited to, the following: personnel management; management of government material and assets; and personnel and facility security. In support of open communication, the contractor shall initiate, unless otherwise directed at the task order level, periodic meetings with the COR.

5.2 CONTRACT MONITORING AND MAINTENANCE

The contractor shall have processes established in order to provide all necessary resources and documentation during various times throughout the day in order to facilitate a timely task order (TO) award or modification. Prior to task order award, the contractor shall be responsible for providing any required support documentation in a timely manner so as to not disrupt the TO award process. To address urgent requirements, the contractor shall have processes established during business and non-business hours/days in order to provide all necessary documentation and resources to facilitate a timely TO award or modification. *NOTE: Directly billing to a TO prior to TO award is prohibited.*

5.2.1 Contract Administration Documentation

Various types of contract administration documents are required throughout the life of the contract. At a minimum, the contractor shall provide the following documentation, unless otherwise specified:

5.2.1.1 Contract Status Report (CSR)

Contract Status Reports (CDRL A012) shall be developed and submitted monthly at least 30 days after contract award on the 10th of each month. The prime shall be responsible for collecting, integrating, and reporting all subcontractor reports. The contract status report shall be provided to the Contracting Officer and other government personnel as directed; see DD1423 for reporting details.

5.2.1.2 Task Order Status Report (TOSR)

Task Order Status Reports (CDRL A013) shall be developed and submitted monthly, weekly, and/or as required as cited in the requirements of each task order. The prime shall be responsible for collecting, integrating, and reporting all subcontractor reports. The TOSR include the following types of reports:

(a) **Monthly TOSR** – A monthly TO status report shall be provided to the COR and government Project Engineer, as applicable. Commencing one full month after the TO award date, TO status reports shall be submitted no later than the 10th of each month. The prime shall be responsible for collecting, integrating, and reporting all subcontractor reports. The task order status report shall be provided to the COR; see DD1423 for additional reporting details.

(b) **Weekly TOSR** – As required, a Weekly TO Status Report shall be emailed to the COR no later than close of business (COB) every Friday. The first report shall be required on the first Friday following the first full week after the TO award date. The initial report shall include a projected Plan Of Action and Milestones (POA&M). In lieu of a formal weekly report, larger, more complex TOs shall require an updated Earned Value Management report. The weekly status report shall, as a minimum, include the following items and data:

1. Percentage of work completed
2. Percentage of funds expended per ship/sub/shore command and system
3. Updates to the POA&M and narratives to explain any variances
4. If applicable, notification when obligated costs have exceeded 75% of the amount authorized

(c) **Data Calls** – As required, a data call report shall be emailed to the TO Originator and the COR within six working hours of the request. All information provided shall be the most current. Cost and funding data shall reflect real-time balances. Report shall account for all planned, obligated, and expended charges and hours. The report shall include, as a minimum, the following items and data:

1. Percentage of work completed (by contract and task order level)
2. Percentage of funds expended (by contract and task order level)
3. Updates to the POA&M and narratives to explain any variances
4. List of personnel (by location, security clearance, quantity)

5.2.1.3 Task Order Closeout Report

Every Task Order (TO) shall require a closeout report (CDRL A014), which is due no later than 30 days after the TO completion date. Prime shall be responsible for collecting, integrating, and reporting all subcontracting information. The TO closeout report shall be provided to the Contracting Officer and COR; see DD1423 for reporting details.

5.2.1.4 Contractor Manpower Quarterly Status Report (QSR)

In compliance with Sections 235 and 2330a of Title 10, U.S.C., the following reporting is required for contracts acquiring services:

(a) A Contractor Manpower Quarterly Status Report (CDRL A015) shall be provided to the government four times throughout the calendar year. Required for all active service contracts, beginning at the time of contract award, the Manpower report shall itemize specific contract and/or TO administrative data as specified in the applicable DD 1423 form. Utilizing a format provided by the government, the contractor shall collect required data throughout the specified performance period and shall submit one cumulative report on the applicable quarterly due date. The following table lists the pre-set submittal due dates and the corresponding performance periods:

#	QUARTERLY DUE DATE	PERFORMANCE PERIOD
1	15 January	1 October – 31 December
2	15 April	1 January – 31 March
3	15 July	1 April – 30 June
4	15 Oct	1 July – 30 September

(b) **Enterprise-wide Contractor Manpower Reporting Application**

The contractor shall report all contractor labor hours (including subcontractor labor hours) required for performance of services via a secure data collection website – Enterprise-wide Contractor Manpower Reporting Application (eCMRA). The contractor is required to completely fill-in all required data fields using the following web address: <http://www.ecmra.mil/>.

Reporting inputs shall be for the labor executed during the period of performance during each Government fiscal year (FY) which runs from October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk at <http://www.ecrma.mil/>.

5.2.1.5 WAWF Invoicing Notification and Support Documentation

In accordance with contract clause 252.232-7003 and 252.232-7006, the contractor shall submit payment requests and receiving reports using Wide Area Work Flow (WAWF) which is a secure government Web-based system for electronic invoicing, receipt, and acceptance. The contractor shall provide e-mail notification to the COR when payment requests are submitted to the WAWF. As requested by the COR, the contractor shall provide a soft copy (CDRL A016) of the invoice and any supporting documentation in order to assist the COR in validating the invoiced amount against the products/services provided during the billing cycle. As applicable, the contractor shall forward copies of invoices to the COR immediately after submittal of WAWF payment request. For supplemental supporting documentation, the contractor shall forward to the COR within 24 hours from initial time of request.

5.2.1.6 Labor Rate Limitation Notification

Contractors shall monitor the following labor rates as part of the monthly contract/TO status reports:

- (a) Average actual labor rates per labor category charged on contract/task order – If the average fully burden rate of any labor category exceeds \$250K/yr, and the labor category's rate was not disclosed prior to the basic contract (or TO) award, the contractor shall send notice and rationale (CDRL A017) for the labor rate to the COR who will then send notification to the Contracting/Ordering Officer.
- (b) Average actual labor rates (total actual fully burdened labor costs "divided by" total number of hours performed) compared to average negotiated labor rates (total negotiated fully burdened labor costs "divided by" total number of hours negotiated) – If the average actual burdened labor rates exceeds the average proposed/negotiated rate by 15%, the contractor shall send notice and rationale (CDRL A017) for the labor rate to the COR who will then send notification to the Contracting/Ordering Officer. Contractors shall additionally notify the government if variances exceed 20% for more than three consecutive months. Contractors shall annotate the variance percentage of monthly average actual labor rates versus average negotiated labor rates in the monthly contract/TO status reports.

How well a contractor monitors labor rates shall be included in the contract/task order Quality Assurance Surveillance Plan (QASP).

5.2.1.7 ODC Limitation Notification

Contractors shall monitor Other Direct Costs (ODCs) as part of the monthly contract/TO status reports. ODCs are intended to include travel and material costs required in performance of the contract/task order. If the cumulative total cost of ODCs exceed the estimated total cost of ODCs (cumulative per contract or task order) by 10%, the contractor shall send notice and rationale (CDRL A017) for exceeding cost to the COR who will then send a signed memorandum to the Contracting Officer documenting the reasons justifying the increase of ODC. How well a contractor monitors ODCs shall be included in the contract/task order Quality Assurance Surveillance Plan (QASP).

5.2.1.8 Contractor Census Report

In accordance with Clause 952.225-0005, work performed in Iraq or Afghanistan requires a monthly report (CDRL A018) that the contractor shall submit to the Contracting Officer. See noted clause for specific reporting requirements.

5.3 EARNED VALUE MANAGEMENT (EVM)

Earned Value Management (EVM) implementation will be determined at the task order level since this IDIQ contract is utilized by multiple users and multiple programs. Requiring EVM is not based on the cumulative contract or task order amounts but on the single program effort over the life of the contract. In accordance with DFARS 252.234-7001 and 252.234-7002, EVMS requirements shall be determined by the dollar value of the single program effort. For program dollar values less than \$20M, EVM is not required. In lieu of EVM, the contractor shall develop and maintain, as required, a Contract Funds Status Report (CDRL A019) to help track cost expenditures against performance. For program dollar values equal to or exceeding \$20M, the contractor shall have an EVM system (EVMS) that complies with ANSI/EIA-748A. For program dollar values equal to or exceeding \$50M, a contractor's EVMS shall be formally validated and accepted by the Cognizant Federal Agency (CFA) (i.e., DCMA). Work requiring EVMS shall have an EVMS capable of the following:

5.3.1 Relate resource planning to schedules and technical performance requirements

5.3.2 Integrate technical performance, cost, schedule, and risk management

5.3.3 Provide the integrated management information to plan the timely performance of work, budget resources, account for costs, and measure actual performance against plans and by the Work Breakdown Structure (WBS) and Contract Work Breakdown Structure (CWBS) elements in accordance with MIL-STD-881. The contractor shall be able to sort, report, and account for tasking and expenditures by the WBS elements assigned in the task order (i.e., CWBS). The EVMS shall have the capability to predict, isolate, and identify variances and the factors causing the variances.

5.3.3.1 The contractor shall develop and maintain a contract WBS (CWBS) and CWBS dictionary (CDRL A020) in accordance with DID DI-MGMT-81334B and the tasking assigned to support the program WBS as specified at the TO level. Approved by the government, the CWBS shall be written to the lowest level needed for adequate management and control of the contractual effort. The CWS shall include all the elements for the products (hardware, software, data, or services) which are the responsibility of the contractor. The CWBS shall reflect all work to be accomplished and facilitate management, data collection, and reporting. The contractor shall keep the CWBS dictionary current at all times and provide updates to the government as specified. In accordance with DID DI-MGMT-81334A, changes to the CWBS or associated definitions at any reporting level, require Government approval.

5.3.3.2 The contractor shall provide a monthly Integrated Program Management Report (IPMR) (CDRL A021) which combines the Contract Performance Report (CPR) with the Integrated Master Schedule (IMS) into a single report. Specific requirements are noted in CDRL DD Form 1423 and DID DI-MGMT-81861 where Formats 1-7 are required.

5.3.4 For program dollar values equal to or exceeding \$20M, Schedule Risk Assessment is optional. For program dollar values equal to or exceeding \$50M, Schedule Risk Assessment is required.

5.3.5 The contractor shall engage jointly with the Government's program manager in Integrated Baseline Reviews (IBRs) to evaluate the risks inherent in the contract's planned performance measurement baseline. Initially, this shall occur as soon as feasible but not later than six months after contract award, and subsequently, following all major changes to the baseline. Each IBR should verify that the contractor is using a reliable performance measurement baseline, which includes the entire contract scope of work, is consistent with contract schedule requirements, and has adequate resources assigned. Each IBR should also record any indications that effective Earned Value Management (EVM) is not being used. IBRs should also be conducted on subcontracts that meet or exceed the EVM threshold. The prime contractor shall lead the subcontractor IBRs, with active participation by the Government.

6.0 QUALITY ASSURANCE

6.1 QUALITY ASSURANCE SYSTEM

Upon contract award, the prime contractor shall have and maintain a quality assurance process that meets contract requirements and program objectives while ensuring customer satisfaction and defect-free products/process. The quality system shall be documented and contain procedures, planning, and all other documentation and data necessary to provide an efficient and effective quality system based on a contractor's internal auditing system. Thirty (30) days after contract award, the Contractor shall provide to the government a copy of their Quality Assurance (QA) plan (CDRL A022). The quality system shall be made available to the government for review at both a program and worksite services level during predetermined visits. Existing quality documents that meet the requirements of this contract may continue to be used. The Contractor shall also require all subcontractors to possess a quality assurance and control program commensurate with the services and supplies to be provided as determined by the prime's internal audit system. The Government reserves the right to disapprove the contractor's and/or subcontractor's quality system or portions thereof when the quality system(s) fails to meet contractual requirements at either the program or worksite services level. The Government reserves the right to participate in the process improvement elements of the contractor's quality assurance plan as needed. At minimum, the contractor's quality system shall meet the following key criteria:

- Establish capable processes
- Monitor and control critical product and process variations
- Establish mechanisms for feedback of field product performance
- Implement and effective root-cause analysis and corrective action system
- Establish procedures for continuous process improvement

6.2 QUALITY MANAGEMENT PROCESS COMPLIANCE

The contractor shall have processes in place that shall coincide with the government's quality management processes. As required, the contractor shall use best industry practices including, when applicable, ISO/IEC 15288 for System life cycle processes and ISO/IEC 12207 for Software life cycle processes. The contractor shall provide technical program and project management support that will mitigate the risks to successful program execution including employment of Lean Six Sigma methodologies in compliance with SSC Atlantic requirements and with the SSC Engineering Process Office (EPO) Capability Maturity Model Integration (CMMI) program. As part of a team, the contractor shall support projects at SSC Atlantic that are currently, or in the process of, being assessed under the SSC EPO CMMI program. The contractor shall be required to utilize the processes and procedures already established for the project and the SSC EPO CMMI program and deliver products that are compliant with the aforementioned processes and procedures. Although having a formal CMMI appraisal is desired, it is not required.

6.3 QUALITY CONTROL

Unless otherwise directed, the Contractor is responsible for all quality control inspections necessary in the performance of the various tasks as assigned and identified by the respective WBS, POA&M or procedural quality system document. The Government reserves the right to perform any inspections deemed necessary to assure that the Contractor provided services, documents, and material meet the prescribed requirements and to reject any or all services, documents, and material in a category when nonconformance is established.

6.4 QUALITY MANAGEMENT DOCUMENTATION

In support of the contract's Quality Assurance Surveillance Plan (QASP) and Contractor Performance Assessment Reporting System (CPARS), the contractor shall provide the following documents: Cost and Schedule Milestone Plan (CDRL A023) submitted 10 days after Task Order award, and Contractor CPARS Draft Approval Document (CDAD) Report (CDRL A024) submitted monthly.

7.0 DOCUMENTATION AND DELIVERABLES

7.1 CONTRACT DATA REQUIREMENT LISTINGS (CDRLs)

The following CDRL listing identifies the data item deliverables required under this contract and the applicable section of the PWS for which they are required. Section J includes the DD Form 1423s that itemize each Contract Data Requirements List (CDRL) required under the base contract. The contractor shall establish a practical and cost-effective system for developing and tracking the required CDRLs generated under each task.

CDRL #	Description	PWS Reference Paragraph
A001	Report, Program Management -General	3.2.2
A002	Report, ATC Ops -General	3.3.1.14, 3.3.1.15, 3.3.1.16, 3.3.2.8, 3.3.3.1, 3.3.3.4, 3.3.3.6, 3.3.3.11, 3.3.4.5, 3.3.5.8, 3.3.6.1
A003	Report, Training -General	3.3.7.1, 3.3.7.5, 3.3.7.6, 3.3.7.9
A004	Report, AM Ops -General	3.4.1.1, 3.4.1.4, 3.4.1.7, 3.4.1.9, 3.4.1.15, 3.4.1.17, 3.4.1.25, 3.4.1.38, 3.4.1.43, 3.4.2.14, 3.4.4.3
A005	(Deleted)	
A006	Report/Drawings, Technical/Analysis -General	3.6.1.6, 3.6.1.7, 3.6.1.8, 3.6.1.16, 3.6.1.17, 3.6.2.25, 3.6.3.14, 3.6.4.7, 3.6.5.6, 3.6.6.13, 3.7.2
A007	Item Tracking Report	3.7.1.1, 3.7.3.3, 3.7.5.1
A008	Warranty Tracking and Administration for Serialized Items	3.7.4.1, 3.7.4.2, 3.7.5
A009	Failure Status Repair Report	3.7.5.2
A010	Software Documentation/Programmer's Guide	4.4
A011	Source Code	4.4
A012	Contract Status Report	5.2.1.1, 8.1.2
A013	Task Order Status Report	5.2.1.2, 11.2.4
A014	Task Order Closeout Report	5.2.1.3, 11.5
A015	Contractor Manpower Quarterly Status Report	5.2.1.4
A016	Invoice Support Documentation	5.2.1.5
A017	Limitation Notification & Rationale	5.2.1.6, 5.2.1.7
A018	Contractor's Census Report	5.2.1.8
A019	Contract Funds Status Report (CFSR)	5.3
A020	Contract Work Breakdown Structure (CWBS)	5.3.3.1
A021	Integrated Program Management Report (IPMR)	5.3.3.2
A022	Quality Assurance Plan	6.1
A023	Cost and Schedule Milestone Plan	6.4
A024	Contractor CPARS Draft Approval Document (CDAD) Report	6.4
A025	OCONUS Deployment Reports	14.4

7.2 ELECTRONIC FORMAT

At a minimum, the deliverables shall be provided electronically by email; hard copies are only required if requested by the government. To ensure information compatibility, the contractor shall guarantee all deliverables (i.e., CDRLs), data, correspondence, and etc., are provided in a format approved by the receiving government representative. All data shall be provided in an editable format compatible with SSC Atlantic corporate standard software configuration as specified below. Contractor shall conform to SSC Atlantic corporate standards within 30 days of contract award unless otherwise specified. *The initial or future upgrades costs of the listed computer programs are not chargeable as a direct cost to the government.*

	Deliverable	Software to be used
a.	Word Processing	Microsoft Word
b.	Technical Publishing	PageMaker/Interleaf/SGML/ MSPublisher
c.	Spreadsheet/Graphics	Microsoft Excel
d.	Presentations	Microsoft PowerPoint
e.	2-D Drawings/ Graphics/Schematics (new data products)	Vector (CGM/SVG)
f.	2-D Drawings/ Graphics/Schematics (existing data products)	Raster (CALs Type I, TIFF/BMP, JPEG, PNG)
g.	Scheduling	Microsoft Project

7.3 INFORMATION SYSTEM

7.3.1 Electronic Communication

The contractor shall have broadband Internet connectivity and an industry standard email system for communication with the government. The contractor shall be capable of Public Key Infrastructure client side authentication to DOD private web servers. Unless otherwise specified, all key personnel on contract shall be accessible by email through individual accounts during all working hours.

7.3.2 Information Security

The contractor shall provide adequate security for all unclassified DoD information passing through non-DoD information system including all subcontractor information systems utilized on contract. Unclassified DoD information shall only be disseminated within the scope of assigned duties and with a clear expectation that confidentiality will be preserved. Examples of such information include the following: non-public information provided to the contractor, information developed during the course of the contract, and privileged contract information (e.g., program schedules, contract-related tracking).

7.3.2.1 Safeguards

The contractor shall protect government information and shall provide compliance documentation validating they are meeting this requirement. The contractor and all utilized subcontractors shall abide by the following safeguards:

- (a) Do not process DoD information on public computers (e.g., those available for use by the general public in kiosks or hotel business centers) or computers that do not have access control.
- (b) Protect information by at least one physical or electronic barrier (e.g., locked container or room, login and password) when not under direct individual control.
- (c) Sanitize media (e.g., overwrite) before external release or disposal.
- (d) Encrypt all information that has been identified as controlled unclassified information (CUI) when it is stored on mobile computing devices such as laptops and personal digital assistants, or removable storage media such as portable hard drives and digital optical disks, using DoD Authorized Data-at-Rest encryption technology. NOTE: Thumb drives are not authorized for DOD work, storage, or transfer. Use GSA Awarded DAR solutions (GSA # 10359) complying with ASD-NII/DOD-CIO Memorandum, "Encryption of Sensitive Unclassified Data-at-Rest on Mobile Computing Devices and Removable Storage." Solutions shall meet FIPS 140-2 compliance requirements.
- (e) Limit information transfer to subcontractors or teaming partners with a need to know and a commitment to at least the same level of protection.
- (f) Transmit e-mail, text messages, and similar communications using technology and processes that provide the best level of privacy available, given facilities, conditions, and environment. Examples of recommended technologies or processes include closed networks, virtual private networks, public key-enabled encryption, and Transport Layer Security (TLS). Encrypt organizational wireless connections and use encrypted wireless

connection where available when traveling. If encrypted wireless is not available, encrypt application files (e.g., spreadsheet and word processing files), using at least application-provided password protection level encryption.

(g) Transmit voice and fax transmissions only when there is a reasonable assurance that access is limited to authorized recipients.

(h) Do not post DoD information to Web site pages that are publicly available or have access limited only by domain or Internet protocol restriction. Such information may be posted to Web site pages that control access by user identification or password, user certificates, or other technical means and provide protection via use of TLS or other equivalent technologies. Access control may be provided by the intranet (vice the Web site itself or the application it hosts).

(i) Provide protection against computer network intrusions and data exfiltration, minimally including the following:

1. Current and regularly updated malware protection services, e.g., anti-virus, anti-spyware.
2. Monitoring and control of inbound and outbound network traffic as appropriate (e.g., at the external boundary, sub-networks, individual hosts) including blocking unauthorized ingress, egress, and exfiltration through technologies such as firewalls and router policies, intrusion prevention or detection services, and host-based security services.
3. Prompt application of security-relevant software patches, service packs, and hot fixes.

(j) As applicable, comply with other current Federal and DoD information protection and reporting requirements for specified categories of information (e.g., medical, critical program information (CPI), personally identifiable information, export controlled).

(k) Report loss or unauthorized disclosure of information in accordance with contract or agreement requirements and mechanisms.

7.3.2.2 Compliance

The contractor shall include in their quality processes procedures that are compliant with information security requirements.

8.0 SECURITY

8.1 ORGANIZATION

8.1.1 Classification

As specified in clause 5252.204-9200, classified work shall be performed under this contract. The contractor shall have at the time of Contract award and prior to commencement of classified work, a SECRET facility clearance (FCL). Clearance is required to access and handle classified and personal personnel material, attend program meetings, and/or work within restricted areas unescorted.

8.1.2 Security Officer

The contractor shall appoint a Security Officer to support those contractor personnel requiring access to government facility/installation and/or access to information technology systems under this contract. The Security Officer shall be responsible for tracking the security requirements for all personnel (subcontractors included) utilized on contract. Responsibilities include entering and updating the personnel security related and mandatory training information within the Staffing Plan document, which is part of Attachment 1 of CSR (CDRL A012) – applicable Staffing Plan sheets include: Security Personnel Tracking sheet, CAC SPAWAR Badge Tracking sheet, Mandatory Training Sheet, and IAWF Personnel sheet.

8.2 PERSONNEL

The contractor shall conform to the security provisions of DoD 5220.22M – National Industrial Security Program Operating Manual (NISPOM), SECNAVINST 5510.30, DoD-8570.01M/DoD-8140, and the Privacy Act of 1974. Prior to any labor hours being charged on contract, the Contractor shall ensure their personnel possess and can maintain security clearances at the appropriate level(s) , and are certified/credentialed for the Information Assurance Workforce (IAWF)/Cyber Security Workforce (CSWF), as applicable. At a minimum, the contractor shall validate that the background information provided by their employees charged under this contract is correct, and the employee shall hold a minimum of a trustworthy determination. *Cost to meet these security requirements is not directly chargeable to task order.*

NOTE: If a final determination is made that an individual does not meet the minimum standard for a Position of Trust (SF 85P) (National Agency Check with Inquires (NACI) or Moderate Risk Background Investigation (MBI)), then the individual shall be permanently removed from SSC Atlantic facilities, projects, and/or programs. If an individual who has been submitted for a security clearance is "denied" for a clearance or receives an "Interim Declination" that individual shall be removed from SSC Atlantic facilities, projects, and/or programs until such time as the investigation is fully adjudicated or the individual is resubmitted and is approved. All contractor and subcontractor personnel removed from facilities, projects, and/or programs shall cease charging labor hours directly or indirectly on task and contract.

8.2.1 Personnel Clearance

All personnel associated with this contract shall possess a SECRET clearance. At the Government's request, on a case-by case basis, Top Secret (TS) clearances that consist of a Single Scope Background Investigation (SSBI) shall be eligible for access to Sensitive Compartmented Information (SCI). These programs/tasks include, as a minimum, contractor personnel having the appropriate clearances required for access to classified data as required. Prior to starting work on the task, contractor personnel shall have the required clearance granted by the Defense Industrial Security Clearance Office (DISCO) and shall comply with IT access authorization requirements. In addition, contractor personnel shall possess the appropriate IT level of access for the respective task and position assignment as required by DoDD 8500.1, Information Assurance and DoDI 8500.2, Information Assurance (IA) Implementation. Any future revision to the respective directive and instruction shall be applied to the TO level as required. Contractor personnel shall handle and safeguard any unclassified but sensitive and classified information in accordance with appropriate Department of Defense security regulations. Any security violation shall be reported immediately to the respective Government Project Manager.

8.2.2 Access Control of Contractor Personnel

8.2.2.1 Physical Access to Government Facilities and Installations

Contractor personnel shall physically access government facilities and installations for purposes of site visitation, supervisory and quality evaluation, work performed within government spaces (either temporary or permanent), or meeting attendance. Individuals supporting these efforts shall comply with the latest security regulations applicable to the government facility/installation.

(a) The majority of government facilities require contractor personnel to have an approved visit request on file at the facility/installation security office prior to access. The Contractor shall initiate and submit a request for visit authorization to the COR in accordance with DoD Manual 5220.22M (NISPOM) not later than one (1) week prior to visit – timeframes may vary at each facility/installation. For admission to SSC Atlantic facilities/installations, a visit request shall be forwarded via Space and Naval Warfare Systems Center Atlantic, P.O. Box 190022, North Charleston, SC 29419-9022, Attn: Security Office, for certification of need to know by the specified COR. For visitation to all other govt. locations, visit request documentation shall be forwarded directly to the on-site facility/installation security office (to be identified at task order level) via approval by the COR or designated government representative.

(b) Depending on the facility/installation regulations, contractor personnel shall present a proper form of identification(s) and vehicle proof of insurance or vehicle rental agreement. NOTE: SSC Atlantic facilities located

on Joint Base Charleston require a Common Access Card (CAC) each time physical installation access is required. Contractor shall contact SSC Atlantic Security Office directly for latest policy.

(c) As required, a temporary or permanent automobile decal for each contractor personnel may be issued. The contractor assumes full responsibility for the automobile decal and shall be responsible for the return and/or destruction of the automobile decal upon termination of need or of personnel.

(d) All contractor persons engaged in work while on Government property shall be subject to inspection of their vehicles at any time by the Government, and shall report any known or suspected security violations to the Security Department at that location

8.2.2.2 Identification and Disclosure Requirements

As required in DFARS 211.106, Contractors shall take all means necessary to not represent themselves as government employees. All Contractor personnel shall follow the identification and disclosure requirement as specified in clause 5252.237-9602.

8.2.2.3 Government Badge Requirements

As specified in contract clause 5252.204-9202, some contract personnel shall require a government issued picture badge. While on government installations/facilities, contractors shall abide by each site's security badge requirements. Various government installations are continually updating their security requirements to meet Homeland Security Presidential Directive (HSPD-12) identification standards. Contractors are responsible for obtaining and complying with the latest security identification requirements for their personnel as required. Contractors shall submit valid paper work (e.g., site visit request, request for picture badge, and/or SF85P for CAC card) to the applicable government security office via the contract COR. The contractor's appointed Security Officer, which is required in clause 5252.204-9200, shall track all personnel holding local government badges at contract or TO level.

8.2.2.4 Common Access Card (CAC) Requirements

Some government facilities/installations (e.g., Joint Base Charleston) require contractor personnel to have a Common Access Card (CAC) for physical access to the facilities or installations. Contractors supporting work that requires access to any DoD IT/network also requires a CAC. Granting of logical and physical access privileges remains a local policy and business operation function of the local facility. The Contractor is responsible for obtaining the latest facility/installation and IT CAC requirements from the applicable local Security Office. When a CAC is required to perform work, contractor personnel shall be able to meet all of the following security requirements prior to work being performed:

(a) In accordance with Directive-Type Memorandum (DTM-08-003), issuance of a CAC will be based on the following four criteria:

1. eligibility for a CAC – to be eligible for a CAC, Contractor personnel's access requirement shall meet one of the following three criteria: (a) individual requires access to multiple DoD facilities or access to multiple non-DoD Federal facilities on behalf of the government on a recurring bases for a period of 6 months or more, (b) individual requires both access to a DoD facility and access to DoD network on site or remotely, or (c) individual requires remote access to DoD networks that use only the CAC logon for user identification.

2. verification of DoD affiliation from an authoritative data source – CAC eligible personnel must be registered in the Defense Enrollment Eligibility Reporting Systems (DEERS) through either an authoritative personnel data feed from the appropriate Service or Agency or Contractor Verification System (CVS).

3. completion of background vetting requirements according to FIPS PUB 201-1 and DoD Regulation 5200.2-R – at a minimum, the completion of Federal Bureau of Investigation (FBI) fingerprint check with favorable results and submission of a National Agency Check with Inquiries (NACI) to the Office of Personnel Management (OPM), or a DoD-determined equivalent investigation. NOTE: Personnel requiring a CAC under SSC Atlantic shall contact the SSC Atlantic Security Office to obtain the latest requirements and procedures.

4. verification of a claimed identity – all personnel will present two forms of identification in its original form to verify a claimed identity. The identity source documents must come from the list of acceptable documents included in Form I-9, OMB No. 115-0136, Employment Eligibility Verification. Consistent with applicable law, at least one document from the Form I-9 list shall be a valid (unexpired) State or Federal Government-issued picture identification (ID). The identity documents will be inspected for authenticity, scanned, and stored in the DEERS.

(b) When a contractor requires logical access to a government IT system or resource (directly or indirectly), the required CAC shall have a Public Key Infrastructure (PKI). A hardware solution and software (e.g., ActiveGold) is required to securely read the card via a personal computer. Prior to receipt of a CAC with PKI, contractor personnel shall complete the mandatory IA Awareness training and submit a signed System Authorization Access Request Navy (SAAR-N) form to the contract's specified COR. Note: In order for personnel to maintain a CAC with PKI, each contractor employee shall complete annual IA training. The following guidance for training and form submittal is provided; however, contractors shall seek latest guidance from their appointed company Security Officer and the SSC Atlantic Information Assurance Management (IAM) office:

1. For annual DoD IA Awareness training, contractors shall use this site: <https://twms.nmci.navy.mil/>. For those contractors requiring initial training and do not have a CAC, contact the SSC Atlantic IAM office at phone number (843)218-6152 or email questions to ssc0lant_iam_office.fcm@navy.mil for additional instructions. Training can be taken at the IAM office or online at <http://iase.disa.mil/index2.html>.

2. For SAAR-N form, the contract shall use OPNAV 5239/14 (Rev 9/2011). Contractors can obtain a form from the SSC Atlantic IAM office at or from the website: <https://navalforms.documentservices.dla.mil/>. Digitally signed forms shall be routed to the IAM office via encrypted email to ssclant_it_secmtg@navy.mil.

8.2.2.5 Accessing Navy Enterprise Resources Planning (ERP) System

Contractor personnel shall not access the Navy Enterprise Resource Planning (Navy ERP) system.

8.2.2.6 Personnel Check-in and Check-out Procedures

All SSC Atlantic contractor personnel requiring or possessing a government badge and/or CAC for facility and/or IT access shall be in compliance with the most current revision of Check-in and Check-out Procedures for Contractors applicable to the facility cited in SPAWARSYSCENCHASNINST 12900.1A. At contract award throughout contract completion, the contractor shall provide necessary employee information and documentation for employees hired, transferred, and/or terminated in support of this contract within the required timeframe as cited in the Check-in and Check-out instructions. As required, contractor employees shall complete and route the most current revision of the Check-in list (SPAWARSYSCENLANT 12900/6) or Check-out list (SPAWARSYSCENLANT 12900/7) as applicable. Contractor's Security Officer shall ensure all contractor employees whose services are no longer required on contract return all applicable government documents/badges to the appropriate government representative.

8.2.3 Security Training

Regardless of the contract security level required, the contractor shall be responsible for verifying applicable personnel (including subcontractors) receive all required training. At a minimum, the contractor's designated Security Officer shall track the following information: security clearance information, dates possessing Common Access Cards, issued & expired dates for SSC Atlantic Badge, Information Assurance (IA) training, Privacy Act training, and Information Assurance Workforce (IAWF)/Cyber Security Workforce (CSWF) certifications, etc. The contractor shall educate employees on the procedures for the handling and production of classified material and documents, and other security measures as described in the PWS in accordance with DoD 5220.22M.

8.2.4 Disclosure of Information

Contractor employees shall not discuss or disclose any information provided to them in the performance of their duties to parties other than authorized Government and contractor personnel who have a "need to know". Any information or documentation developed by the contractor under direction of the government shall not be used for other purposes without the consent of the government Contracting Officer.

8.3 OPERATIONS SECURITY (OPSEC) REQUIREMENTS

Security programs are oriented towards protection of classified information and material. Operations Security (OPSEC) is an operations function which involves the protection of any critical information – focusing on unclassified information that may be susceptible to adversary exploitation. As directed in DoDD 5205.02E and SPAWARINST 3432.1, SSC Atlantic's OPSEC program implements requirements in DoD 5205.02 – OPSEC Program Manual. Note: OPSEC requirements are applicable when contract personnel have access to either classified information or unclassified Critical Program Information (CPI)/sensitive information.

8.3.1 Local and Internal OPSEC Requirement

Contractor personnel, including subcontractors if applicable, shall adhere to the OPSEC program policies and practices as cited in the SPAWARINST 3432.1 and existing local site OPSEC procedures. The contractor shall development their own internal OPSEC program specific to the contract and based on SSC Atlantic OPSEC requirements. At a minimum, the contractor's program shall identify the current SSC Atlantic site OPSEC Officer/Coordinator.

8.3.2 OPSEC Training

Contractor shall track and ensure applicable personnel receive initial and annual OPSEC awareness training. Training may be provided by the government or a contractor's OPSEC Manager and shall, as a minimum, cover OPSEC as it relates to contract work, discuss the Critical Information applicable in the contract/task order, and review OPSEC requirements if working at a government facilities. Any training materials developed by the contractor shall be reviewed by the SSC Atlantic OPSEC Officer, who will ensure it is consistent with SSC Atlantic OPSEC policies. OPSEC training requirements are applicable for personnel during their entire term supporting SPAWAR contracts.

8.3.3 SSC Atlantic OPSEC Program

Contractor shall participate in SSC Atlantic OPSEC program briefings and working meetings as required. As required, contractor shall complete any OPSEC survey or data call within the timeframe specified.

8.3.4 Classified Contracts

OPSEC requirements identified under a classified contract shall have specific OPSEC requirements listed on the DD Form 254.

8.4 DATA HANDLING AND USER CONTROLS

8.3.1 Data Handling

At a minimum, the contractor shall handle all data received or generated under this contract as For Official Use Only (FOUO) material. Any classified information received or generated shall be handled in accordance with the attached DD Form 254 and in shall be in compliance with all applicable PWS references and to other applicable Government policies and procedures that include DOD/Navy/SPAWAR.

8.3.2 Effective Use of Controls

The contractor shall screen all electronic deliverables or electronically provided information for malicious code using DoD approved anti-virus software prior to delivery to the Government. The contractor shall utilize appropriate controls (firewalls, password protection, encryption, digital certificates, etc) at all times to protect contract related information processed, stored or transmitted on the contractor's and Government's computers/servers to ensure confidentiality, integrity, availability, authentication and non-repudiation. This includes ensuring that provisions are in place that will safeguard all aspects of information operations pertaining to this contract in compliance with all applicable PWS references. Compliance with Para 7.3.2.1, Data-at-Rest, is required on all portable electronic devices including storage of all types. Encryption/digital signing of communications is required for authentication and non-repudiation.

9.0 GOVERNMENT FACILITIES

As specified in each task order, Government facilities (i.e., office space, computer hardware/software, or lab space) will be provided to those labor categories that would otherwise adversely affect the work performance if they were

not available on-site. All Contractor personnel with supplied government facilities shall be located in USAFCENT AOR. Note: *The burdened labor rate for those contractor personnel designated as "government site" shall include overhead costs allocable to government site work, consistent with the contractor's established accounting practices.*

10.0 CONTRACTOR FACILITIES

As specified in each task order, contractor facilities (i.e., office space, laboratory space, staging and storage areas, with or without classified storage) shall be required in order to accomplish task order objectives. Depending on the type of support required at the task order level, contractor shall be required to possess or establish facilities at specific locations. Any necessary contractor facilities requirements will be determined by the government prior to task order award.

11.0 CONTRACT PROPERTY ADMINISTRATION

11.1 PROPERTY TYPES

Contract property can either be intangible (i.e., intellectual property and software IAW FAR Part 27) or tangible (i.e., government property IAW FAR Part 45). The contractor shall have established property management procedures and an appropriate property management point of contact who shall work with the assigned Government Property Administrator (PA) to ensure their property management system is acceptable. This contract will have the following property in support of the tasking requirements in PWS Para 3.0.

11.1.1 Intangible Property – Intellectual/Software

11.1.1.1 Government Furnished Information (GFI)

Intellectual property includes Government Furnished Information (GFI) which includes manuals, drawings, and test data that is provided to contractor for performance of a contract. Depending on the document, certain information (e.g., technical specifications, maps, buildings designs, schedules, etc.) shall require addition controls for access and distribution. Unless otherwise specified, all GFI distribution and inventory shall be limited to need-to-know and returned at completion of the contract/task order. GFI and its estimated delivery date will be identified at task order level.

11.1.2 Tangible Property – Government Property (GP)

Government property shall be utilized on contract which includes all property owned or leased by the Government. Government property consists of Government-furnished property (GFP) and Contractor-acquired property (CAP). Under this contract, the following government property shall be applicable:

11.1.2.1 Government-furnished Property (GFP)

As defined in FAR Part 45, Government-furnished property (GFP) is property in the possession of, or directly acquired by, the Government and subsequently furnished to the contractor for performance of a contract. GFP includes, but is not limited to, spares and property furnished for repairs, maintenance, overhaul, or modification. GFP includes the following:

- (a) Government-Furnished Equipment (GFE) – Property, Plant and Equipment (PP&E) including Special Test Equipment and Special Tool that are provided to produce an end product;
- (b) Government-Furnished Material (GFM) – Operating Material and Supplies (OM&S) which are consumed or expended during the performance of a contract;
- (c) Real Property – buildings/structures, computer workstations/laptops, etc. utilization of government facilities

GFP shall be identified at task order level using the latest approved government forms for Scheduled GFP (SGFP) and Requisitioned GFP (RGFP).

11.1.2.2 Contractor-acquired Property (CAP)

As defined in FAR Part 45, Contractor-acquired property (CAP) is property acquired, fabricated, or otherwise provided by the contractor for performing a contract and to which the Government has title. CAP includes the following:

(a) Contractor Acquired Equipment (CAE) – Property, Plant and Equipment (PP&E) which includes equipment, machine tools, test equipment, etc.

(b) Contractor Acquired Material (CAM) – Operating Material and Supplies (OM&S) which includes materials purchased by the contractor that will be incorporated into, or attached to a deliverable end item or that may be consumed or expended in performing a TO

CAP shall be identified at the task order level.

11.2 TRACKING AND MANAGEMENT

11.2.1 Contractor Property Management System

In accordance with FAR clause 52.245-1 and DFARS clause 252.245-7003, the contractor shall establish and maintain an acceptable property management system that is subject to review and approval by the government contract Property Administrator. The contractor's property management system shall adhere to the applicable prescribed requirements in FAR clause 52.245-1.

11.2.2 Property Transfer between Government and Contracts

Contractors shall not take receipt or transfer custody of any government property without possessing contractual authority; i.e., item specifically is listed in the basic contract or task order level. Per DoDI 4161.02, the government will utilize electronic transaction when transferring GFP to the contractor (specified by contract number) and upon return of the property to the government. The contractor shall use WAWF to receipt property transfer or use Defense Logistics Management System (DLMS) standard logistics transaction set 527R to provide materiel receipt acknowledgement. An applicable contract number shall be cited to property track property shipments.

Note: If electronic receipt is not available, at a minimum, the transfer or property shall not occur without proper paperwork; e.g., Requisition and Invoice/Shipping Document (DD1149) or COMSEC Material Report (SF153).

11.2.3 GFP Tagging and Item Unique Identification (IUID) Registry

In accordance with DFARS clause 252.245-7001, contractor shall tag, label, or mark all GFP items not previously tag, labeled, or marked. In accordance with DFARS clause 252.211-7007, the contractor shall ensure applicable Government Furnished Property (GFP) is identified in the DoD Item Unique Identification (IUID) Registry and its integral GFP Module. After a contractor takes possession of GFP, the contractor shall update designate the item as GFP in the IUID Registry. If the item cannot be found in the IUID registry, the contractor shall enter the item. When GFP is returned to the government at the completion of the contract/task order, the contractor shall update the IUID registry Custody status. If the GFP item is consumed, destroyed, scrapped, lost, or abandoned during the contract/TO performance, the contractor shall update the item's status and annotate that it has been disposed.

11.2.3.1 IUID Reporting Criteria. Per DFARS 252.211-7003, the contractor shall ensure GFP acquired items that are serialized and/or with a unit cost equal to or exceeding \$5,000 are subject to Item Unique Identification (IUID) Registry Requirements. Contractor shall verify with government if questionable GFP items with an acquisition cost less than \$5,000 require an item unique identification or a DoD recognized unique identification equivalent. Exceptions to IUID requirements will be determined by the government.

11.2.3.2 Exception to IUID Reporting Criteria. As cited in 245.102, CAP is one of the listed GFP items that do not required to be tagged, labeled, or marked as GFP; however, if any CAP is returned to the government, the contractor shall appropriately tag it and enter it into the IUID registry or other specified government inventory system.

11.2.4 Government Property Records

In accordance with FAR 52.245-1, contractors and any subcontractors if applicable shall be responsible for establishing and maintaining records of Government Property in their possession – this includes GFP and CAP. For GFP only, the contractor shall ensure that items designated as Special Tooling (ST) and Special Test Equipment (STE) are correctly annotated in the SPAWAR approved GFP central Automated Information System (AIS). The contractor shall work with the COR and designated contract Property Administrator to maintain adequate GFP records which shall be forwarded as required to SPAWAR 4.0 for centralization. As required, the GFP and CAP lists shall be submitted for review as part of the TOSR (CDRL A013).

11.2.5 CAP Warranty Tracking

Contractors shall track purchasing of all CAP internally within their inventory system. In accordance with DFARS 252.246-7006, contractors shall track warranty information for all CAP items serialized with an UIID in the WAWF as specified in PWS Para 3.7.4. Contractor records are subject to Government review at any time.

11.3 TRANSFERRING ACCOUNTABILITY

Government property cannot be transferred between contracts or task orders unless approval is obtained from the Contracting Officer, proper identification/tracking is maintained, and modifications are issued to both affected contracts/task orders. Contractor shall ensure they have all necessary documentation required for authorized transfer of property from one contract/task order to another. Transfer documentation shall specify the type, quantity and acquisition cost of each item being transferred. For CAP that is transferred to another contract/task order, the items shall be considered GFP when retained by a contractor for continued use.

11.4 LOST OR DAMAGED ITEMS

Contractor shall promptly report to the COR and Contracting Officer all lost and/or damaged government property. The requirements and procedures for reporting loss Government Property are specified in DFARS clause 252.245-7002.

11.5 INVENTORY DISPOSITION

When disposition instructions for GFP are contained in the accountable contract or on the supporting shipping documents (DD Form 1149), the Contractor shall initiate and submit an excess inventory listing to the Procuring Contracting Officer (PCO), via the designated contract Property Administrator.

When disposition instructions are not stipulated in the contract or supporting shipping document (DD Form 1149), an excess inventory listing is required that identifies GFP and, under cost reimbursement contracts, CAP. This list shall be submitted to the PCO, via the designated contract Property Administrator, at which time disposition instructions will be provided.

When GFP and CAP are specific to a single task order, a final inventory reporting list shall be included in the TO Closeout Report (CDRL A014). At the time of the Contractor's regular annual inventory, the Contractor will provide the PCO, via the assigned Property Administrator, a copy of the physical inventory listing. All contractor personnel shall be responsible for following the company's internal inventory management procedures and correcting any problems noted by the government property administrator.

11.6 PERFORMANCE EVALUATION

Non-compliance with the contract's Government Property terms and conditions shall negatively affect the contractor's annual Contractor Performance Assessment Reporting System (CPARS) rating.

12.0 SAFETY ISSUES

12.1 OCCUPATIONAL SAFETY AND HEALTH REQUIREMENTS

The contractor shall be responsible for ensuring the safety of all company employees, other working personnel, and Government property. The contractor is solely responsible for compliance with the Occupational Safety and Health Act (OSHA) (Public Law 91-596) and the resulting applicable standards, OSHA Standard 29 CFR 1910 (general), 1915 (shipboard/submarine) and 1926 (shore), and for the protection, safety and health of their employees and any subcontractors assigned to the respective task orders under this contract. Without government assistance, the contractor shall make certain that all safety requirements are met, safety equipment is provided, and safety procedures are documented as part of their quality management system.

12.1.1 Performance at government facilities

In addition to complying to clause 5252.233-9200 Occupational Safety and Health Requirements, the Contractor shall immediately report any accidents involving government or contractor personnel injuries or property/equipment damage to the contracting officer and COR. Additionally, the Contractor is responsible for securing the scene and impounding evidence/wreckage until released by the contracting officer.

12.2 SAFETY EQUIPMENT

All personnel safety equipment required to perform work under this contract shall be provided by the Contractor and must be in satisfactory working order. Personal safety equipment shall include, but not be limited to -- hard-hats, safety shoes, safety gloves, goggles, hearing protection, non-flammable clothing for hot work personnel, gas/oxygen detectors for confined spaces, face shields, and other types of safety equipment required to assure a safe work environment and compliance with applicable federal, state and local safety regulations.

12.3 SAFETY TRAINING

The Contractor shall be responsible to train all personnel that require safety training. Specifically, where Contractors are performing work at Navy shore installations, that requires entering manholes or underground services utility the Contractor shall provide a qualified person as required in 29 CFR 1910 or 29 CFR 1926 or as recommended by the National Institute for Occupational Safety and Health (NIOSH) Criteria Document for Confined Spaces. Also, when contractors are required to scale a tower, all applicable personnel shall have Secondary Fall Protection and Prevention training.

13.0 SMALL BUSINESS SUBCONTRACTING PLAN

In accordance with FAR clause 52.219-9, the contractor shall effectively implement their government approved Small Business Subcontracting Plan throughout the life of the contract. The contractor shall provide for maximum practicable opportunity for Small Business to participate in contract performance consistent with efficient contract performance. The contractor shall demonstrate or at least document they have provided their best attempt to meet all terms and conditions in the contract relating to Small Business participation. Inability to adhere to an effective subcontracting program shall negatively affect a contractor's annual government Contractor Performance Assessment Report (CPAR) rating.

14.0 TRAVEL

14.1 LOCATIONS

The majority of the work under this contract shall be performed in USAFCENT AOR. Travel shall be performed in accordance with clause 5252.231-9200. As specified at task order level, travel shall be required by specific personnel.

14.2 OCONUS IMMUNIZATION REQUIREMENTS

As specified in each Task order, the contractor shall be required to travel to locations outside the Continental limits of the United States (OCONUS) both shore and afloat. Contractor employees who deploy to locations that require immunizations shall do so in accordance with Department of Defense Instruction (DoDI) 6205.4, Department of the

Navy (DON), and Space and Naval Warfare Systems Center Atlantic Instruction (SPAWARSYSCENLANTINST) 12910.1.

14.3 LETTER OF AUTHORIZATION

Some travel shall require a Letter of Authorization (LOA). As noted in DFARS PGI 225.7402-3(e), a LOA is necessary to enable a contractor employee to process through a deployment processing center; to travel to, from, and within a theater of operations; and to identify any additional authorizations and privileges. As required by task order, the contractor shall initiate a LOA for each prospective traveler. The contractor shall use the Synchronized Pre-deployment & Operational Tracker (SPOT) web-based system, at <http://www.dod.mil/bta/products/spot.html>, to enter and maintain data with respect to traveling/deployed personnel, and to generate LOAs. When necessary and if in the Government's interest, the contractor may also initiate a LOA request to provide an official traveler access to Government facilities and to take advantage of travel discount rates in accordance with Government contracts and/or agreements. All privileges, services, and travel rate discount access are subject to availability and vendor acceptance. LOAs shall be signed/approved by the SPOT registered Contracting/Ordering Officer for the applicable contract/task order.

Note for travel to Iraq: The only acceptable LOAs for work performed in Iraq are in support of Office of Security Cooperation - Iraq (OSC-I) or the Dept. of State (DoS). Support in reference to U.S. Forces Iraq (USF-I) is not longer valid beyond Dec 2011.

14.4 SPECIFIED MISSION DESTINATIONS

As specified in each task order, the contractor shall be required to travel to locations designated as Specified Mission Destinations which are listed in the latest SSC Atlantic OCONUS Travel Guide portal (latest link to be provided at task order award). In accordance with DoDI 3020.41 and SPAWARSYSCENLANTINST 12910.1A, work to be performed at Specified Mission Destinations is subject to all relevant contract clauses, as well as the requirements set forth in the aforementioned guide. The contractor shall be able to meet all clause and guide requirements 35 days prior to travel within the applicable specified destinations. When deployment to a Specified Mission Destination is required, the contractor shall be responsible for processing applicable deployment packages for its personnel in accordance with the SSC Atlantic OCONUS Travel Guide portal. Note: The portal is NOT the authoritative source, as it is only a guide. The contractor shall be responsible to know and understand travel requirements as identified by the Combatant Command (COCOM) and applicable country. Commencing no later than seven (7) days after task order award requiring travel to specified mission destination(s), the contractor shall submit all required OCONUS Deployment Documentation and Package (CDRL A025) to the task order technical POC and/or Command Travel/Deployment Coordinator.

14.5 THEATER BUSINESS CLEARANCE (TBC) SPECIAL REQUIREMENTS

The following CENTCOM - Joint Theater Support Contracting Command (C-JTSCC) Special Requirements apply to all work to be performed in the locations (Afghanistan and Kuwait) listed below which are within the USCENCOM area of responsibility:

14.5.1 Afghanistan

5152.222-5900 PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS (MAR 2014)

(a) All contractors ("contractors" refers to both prime contractors and all subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person's liberty to move or travel, in order to maintain the labor or services of that person.

(b) Contractors are also required to comply with the following provisions:

(1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.

(2) Contractors shall provide all employees with a signed copy of their employment contract, in English as well as the employee's native language, that defines the terms of their employment/compensation.

(3) Contractors shall not utilize unlicensed recruiting firms or firms that charge illegal recruiting fees.

(4) Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet is the minimum acceptable square footage of personal living space per employee for Contractor furnished living space. Upon contractor's written request, Contracting Officers may grant a waiver in writing in cases where the existing contractor provided square footage is within 20% of the minimum, and the overall conditions are determined by the Contracting Officer to be acceptable. A copy of the waiver approval shall be maintained at the respective life support area. Government furnished facilities will be provided in accordance with the applicable installation/base billeting standards, with contractor personnel afforded, at a minimum, square footage equivalent to an E1.

(5) Contractors shall incorporate checks of life support areas to ensure compliance with the requirements of this Trafficking in Persons Prohibition into their Quality Control program, which will be reviewed within the Government's Quality Assurance process.

(6) Contractors shall comply with International and Host Nation laws regarding transit/exit/entry procedures and the requirements for visas and work permits.

(c) Contractors have an affirmative duty to advise the Contracting Officer if they learn of their employees violating the human trafficking and inhumane living conditions provisions contained herein. Contractors are advised that Contracting Officers and/or their representatives will conduct random checks to ensure contractors and subcontractors at all tiers are adhering to the law on human trafficking, humane living conditions and withholding of passports.

(d) The contractor agrees to incorporate the substance of this clause, including this paragraph, in all subcontracts under his contract.

(End of Clause)

5152.225-5900 ARMING REQUIREMENTS AND PROCEDURES FOR PERSONAL SECURITY SERVICES CONTRACTORS AND REQUESTS FOR PERSONAL PROTECTION (AUG 2014)

(a) **General.** Contractor and its subcontractors at all tiers that require arming under this contract agree to obey all laws, regulations, orders, and directives applicable to the use of private security personnel in Afghanistan, including U.S. CENTCOM, and United States Forces - Afghanistan (USFOR-A) Commander orders, instructions, and directives. Contractors will ensure that all employees, including employees at any tier of subcontracting relationships armed under the provisions of this contract, comply with the contents of this clause and with the requirements set forth in the following:

(1) DODI 3020.50, *Private Security Contractors (PSCs) Operating in Contingency Operations*;

(2) DODI 3020.41, *Operational Contract Support*

(3) DFARS 252.225-7995, *Contractor Personnel Performing in the United States Central Command Area of Responsibility (Class Deviation 2014-O0018)(JUN 2014)*

(6) USFOR-A, FRAGO 13-036, *Outlines Management of Armed Contractors and Private Security Companies Operating in the Combined Joint Operations Area - Afghanistan (CJOA-A)*;

(7) U.S. CENTCOM Policy and Delegation of Authority for Personal Protection and Contract Security Service Arming of DoD Civilian Personnel, dated 18 Jan 2011.

(b) **Required Contractor Documentation.** Contractors and their subcontractors at all tiers that require arming approval shall provide to the arming approval authority via the COR consistent documentation (signed and dated by

the employee and employer as applicable) for each of their employees who will seek authorization to be armed under the contract as follows:

(1) **Weapons Qualification/Familiarization.** All employees must meet the weapons qualification requirements on the requested weapon(s) established by any DoD or other U.S. government agency, Law of Armed Conflict (LOAC); Rules for the Use of Force (RUF), as defined in the U.S. CENTCOM Policy, dated 23 December 2005; and distinction between the above-prescribed RUF and the Rules of Engagement (ROE), which are applicable only to military forces.

(2) Completed DD Form 2760 (or equivalent documentation) for each armed employee, indicating that the employee is not otherwise prohibited under U.S. law from possessing the required weapon or ammunition.

(3) Written acknowledgement by the individual of the fulfillment of training responsibilities and the conditions for the authorization to carry firearms. This document includes the acknowledgement of the distinctions between the ROE applicable to military forces and RUF that control the use of weapons by DoD civilians, DoD contractors and PSCs.

(4) Written acknowledgement signed by both the armed employee and by a representative of the employing company that use of weapons could subject both the individual and company to U.S. and host nation prosecution and civil liability.

(5) A copy of the contract between the contractor's company and the U.S. Government that verifies the individual's employment and addresses the need to be armed.

(6) One (1) copy of a business license from the Afghani Ministry of Trade or Interior.

(7) One (1) copy of a license to operate as a PSC (or a temporary operating license) from the Ministry of Interior.

(c) **Communication Plan.** The contractor will submit to the COR a communications plan that, at a minimum, sets forth the following:

(1) The contractor's method of notifying military forces when requesting assistance where hostilities arise, combat action is needed, or serious incidents have been observed.

(2) How relevant threat information will be shared between contractor security personnel and U.S. military forces.

(3) How the contractor will coordinate transportation with appropriate USFOR-A authorities.

(d) **Plan for Accomplishing Employee Vetting.** The contractor will submit to the COR an acceptable plan for vetting all contractor and subcontractor employees. The contractor shall, at a minimum, perform the following (which will be specifically addressed in its plan):

(1) **Local Nationals:** Perform Local and National Agency background checks in accordance with Host Nation Government policies and protocols.

(2) Use one or more of the following sources when conducting the background checks on Third Country Nationals: Interpol, FBI, Country of Origin Criminal Records, Country of Origin U.S. Embassy Information Request, or CIA records.

(3) All local nationals and third country nationals will voluntarily submit to full biometric enrollment in accordance with theater biometric policies prior to submitting arming requests. All local nationals and third country nationals will voluntarily submit to routine biometric screening in accordance with local installation policies and procedures. The contractor will immediately notify the COR, local installation Force Protection agency, and the theater arming approval authority of any individuals who are revealed as potential security risks during biometric processing.

(4) The Contractor shall provide to the COR official written certification of candidate(s) suitability for employment. This certification may address multiple employees on a single certification but must clearly state each employee was vetted in accordance with the Contractor's plan for accomplishing employee vetting.

(e) **Penalties for Non-Compliance.** Failure of contractor or subcontractor employee(s) to comply with the laws, regulations, orders, and rules (including those specified herein) governing the use of force, training, arming

authorization, and incident reporting requirements may result in the revocation of weapons authorization for such employee(s). Where appropriate, such failure may also result in the total revocation of weapons authorization for the contractor (or subcontractor) and sanctions under the contract, including termination.

(f) **Criminal and Civil Liability.** Arming of contractor or subcontractor employees under this contract may subject the contractor, its subcontractors, and persons employed by the same to the civil and criminal jurisdiction of the U.S. and Host Nation. "Host Nation" refers to the nation or nations where services under this contract are performed. Additionally, the arming authority's authorization letter is valid for a maximum of twelve (12) months from the date of the prior letter (unless authorization is earlier invalidated by a lapse in training).

(g) **Lapses in Training or Authorization.** Failure to successfully retrain an employee who has been properly authorized to be armed under this contract within twelve (12) months of the last training date will constitute a lapse in the employee's authorization to possess and carry the weapon. All unauthorized employees will immediately surrender their weapon and authorization letter to the contractor and will remain unarmed until such time as they are retrained and newly approved by the arming authority.

(h) **Authorized Weapon & Ammunition Types.** Unless the Deputy Commander of USCENTCOM (DCDRUSCENTCOM), or a designee, expressly provides otherwise, all arming requests and authorizations for contractor or subcontractor employees under this contract shall be limited to U.S. Government-approved weapons and ammunition. Notwithstanding Host Nation laws or regulations that would allow use of heavier weapons by contract security/PSC, all DoD security service/PSC contractors must have weapons approved by the DCDRUSCENTCOM, or a designee, before use. This restriction applies to all weapons in the possession of contractor employees, even if such weapons are required for personal protection. The following weapons and ammunition are currently authorized by the arming authority for use in Afghanistan:

(1) The M9, M4, M16, or equivalent (e.g. .45 CAL, AK-47).

(2) The M9 or equivalent sidearm will be the standard personal protection weapon unless other weapons are specifically requested and approved.

(3) Standard authorized weapons are selectable fire semi-automatic weapons only. All Non-U.S. and Non-standard weapons must be submitted to the theater arming authority for review and approval. Non-standard weapons are classified as any machine gun, belt-fed or crew served weapon or any weapon utilizing ammunition greater than 7.62mm X 51mm NATO. Contractors must also provide SCO-Arecards and criteria for qualification appropriate to the Non-standard weapon's caliber.

(4) U.S. government Ball ammunition is the standard approved ammunition.

(i) **Requirements for Individual Weapons Possession.** All employees of the contractor and its subcontractors at all tiers who are authorized to be armed under this contract must:

(1) Possess only those U.S. Government-approved weapons and ammunition for which they are qualified under the training requirements of section (b) and subsequently authorized to carry.

(2) Carry weapons only when on duty or at a specific post (according to their authorization).

(3) Not conceal any weapons, unless specifically authorized.

(4) Carry proof of authorization to be armed. Employees not possessing such proof will be deemed unauthorized and must surrender their weapon to their employer.

(5) IAW USCENTCOM G.O. #1, consumption of alcohol or use of any intoxicating substances which may impair judgment, medication or otherwise is prohibited. In the event of a suspension or an exception to G.O. #1, employees shall not consume any alcoholic beverage while armed or within eight (8) hours of the next work period when they will be armed. There are no circumstances under which a person will be authorized to consume any alcoholic beverage or use any judgment impairing substance when armed for personal protection.

(j) **Weapons/Equipment Restrictions and Responsibilities.** Unless otherwise provided, the U.S. Government will not provide any weapons or ammunition to contractors, their subcontractors, or any employees of the same. The Contractor will provide all weapons and ammunition to those employees that will be armed under the contract. The contractor and its subcontractors at all tiers will also provide interceptor body armor, ballistic helmets, and the

Nuclear, Biological, and Chemical (NBC) protective masks to those employees that require such equipment in the performance of their duties.

(k) **Rules for the Use of Force (RUF) (Afghanistan only).** In addition to the RUF and ROE training referenced in paragraph (b), the contractor and its subcontractors at all tiers will monitor and report all activities of its armed employees that may violate the RUF and/or otherwise trigger reporting requirements as serious incidents. Prompt reporting demonstrates a desire by the contractor and its subcontractors to minimize the impact of any violations and, therefore, will be given favorable consideration. Violations of the RUF include, though are not limited to:

- (1) Taking a direct part in hostilities or combat actions, other than to exercise self-defense.
- (2) Failing to cooperate with Coalition and Host Nation forces.
- (3) Using deadly force, other than in self-defense where there is a reasonable belief of imminent risk of death or serious bodily harm.
- (4) Failing to use a graduated force approach.
- (5) Failing to treat the local civilians with humanity or respect.
- (6) Detaining local civilians, other than in self-defense or as reflected in the contract terms.

(l) **Retention and Review of Records.** The Contractor and all subcontractors at all tiers shall maintain records on weapons training, LOAC, RUF and the screening of employees for at least six (6) months following the expiration (or termination) of the contract. The Contractor and its subcontractors at all tiers shall make these records available to the Contracting Officer or designated representative, at no additional cost to the government, within 72 hours of a request.

(m) **Contractor Vehicles.** Vehicles used by contractor and subcontractor personnel in the course of their security duties shall not be painted or marked to resemble U.S./Coalition or host nation military and police force vehicles.

(n) **Monthly Reporting.** The prime contractor will report monthly arming status to the Contracting Officer responsible for this contract, and any other organization designated by the Contracting Officer in accordance with theater policy and the timelines defined in the Performance Work Statement.

(End of Clause)

5152.225-5901 ARMED PERSONNEL INCIDENT REPORTS (DEC 2011)

(a) All contractors and subcontractors in the United States Forces-Afghanistan (USFOR-A) theater of operations shall comply with and shall ensure that their personnel supporting the USFOR-A personnel or forces are familiar with and comply with all applicable orders, directives, and instructions issued by the USFOR-A Commanders relating to force protection and safety.

(b) In the event a weapon firing incident or any other serious incident, contractors shall prepare and submit an initial incident report as soon as feasible, but not later than 4 hours from the beginning of the incident, to the Contracting Officer (KO), Contracting Officer's Representative (COR), USFOR-A ACOD, and USFOR-A J3 Situational Awareness Room (SAR). Additionally, the contractor and its subcontractors at all tiers shall submit a written report to the above personnel within 96 hours of the incident. Information shall include: the name of the company, where the incident occurred, time when the incident occurred, a brief description of the events leading up to the incident, and a point of contact for the company. Contractors and anyone re-transmitting the report shall make reasonable efforts to transmit incident reports via secured means (SIPRnet or CENTRIX) when the incident report includes operationally sensitive information.

(c) Contractors shall provide first aid and request MEDEVAC of injured persons, and remain available for U.S. or Coalition response forces, based upon the situation. In the event contractor personnel are detained by U.S. or Coalition Forces, prolonged detention due to lack of proper identification can be alleviated by contractor personnel possessing on their person information that includes the contractor's name, the contract number, a contractor management POC, and the phone number of the CONOC/SAR Watch. Contractor and subcontractor personnel shall carry their Letter of Authorization (LOA) on their person at all times.

(End of Clause)

5152.225-5902 FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (JUN 2014)

(a) The contractor shall ensure the individuals they deploy are in compliance with the current USCENTCOM Individual Protection and Individual/Unit Deployment Policy, including TAB A, Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR, unless a waiver is obtained in accordance with TAB C, CENTCOM Waiver Request. The current guidance is located at <http://www2.centcom.mil/sites/contracts/Pages/GCP.aspx>.

(b) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit.

(c) Contractor personnel who deploy for multiple tours, which exceed 12 months in total, must be re-evaluated for fitness to deploy every 12 months IAW the current USCENTCOM Individual Protection and Individual/Unit Deployment Policy standards. An examination will remain valid for 15 months from the date of the physical. This allows an examination to be valid up to 90 days prior to deployment. Once a deployment begins, the examination will only be good for a maximum of 12 months. Any medical waivers received will be valid for a maximum of 12 months. Failure to obtain an updated medical waiver before the expiration of the current waiver renders the employee unfit and subject to redeployment.

(d) The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance location. The contractor shall include this information in all subcontracts with performance in the theater of operations.

(e) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD Federal Acquisition Regulation Supplement (DFARS) PGI 225.74), resuscitative care, stabilization, hospitalization at Level/Role III (emergency) military treatment facilities (MTF) and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system. Subject to availability at the time of need, a medical treatment facility may provide reimbursable treatment for emergency medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.

(f) Routine and primary medical care is not authorized. Pharmaceutical services are not authorized for known or routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized.

(g) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. To view reimbursement rates that will be charged for services at all DoD deployed medical facilities please go to the following website:
<http://comptroller.defense.gov/FinancialManagement/Reports/rates2014.aspx>.

(End of Clause)

5152.225-5903 COMPLIANCE WITH LAWS AND REGULATIONS (DEC 2011)

(a) The Contractor shall comply with, and shall ensure that its employees and its subcontractors and their employees, at all tiers, are aware of and obey all U.S. and Host Nation laws, Federal or DoD regulations, and US Central Command orders and directives as applicable to personnel in Iraq and Afghanistan, including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps or Chief of Mission operations and fragmentary orders, instructions, policies and directives.

(b) Contractor employees shall particularly note all laws, regulations, policies, and orders restricting authority to carry firearms, rules for the use of force, and prohibiting sexual or aggravated assault.

(1) Afghanistan – Contractor employees are subject to General Orders Number 1, as modified from time to time, including without limitation, their prohibition on privately owned firearms, alcohol, drugs, war souvenirs, pornography and photographing detainees, human casualties or military security measures.

(2) Iraq – Contractor employees are not subject to General Order 1. Contractor employees will follow the policies or directives of the Office of Security Cooperation-Iraq (OSC-I) Installation Managers or Chief of Mission policies and directives regarding consumption of alcohol or any prohibited items for sites that they are assigned.

(c) Contractor employees may be ordered removed from the US Embassy, Chief of Mission sites, OSC-I sites, secure military installations or the theater of operations by order of the Chief of Mission (Iraq) or senior military commander of the battle space (Afghanistan) for acts that disrupt good order and discipline or violate applicable laws, regulations, orders, instructions, policies, or directives. Contractors shall immediately comply with any such order to remove its contractor employee.

(d) Contractor employees performing in Iraq or the USCENTCOM Area of Responsibility (AOR) may be subject to the jurisdiction of overlapping criminal codes, including, but not limited to, the Military Extraterritorial Jurisdiction Act (18 U.S.C. Sec. 3261, et al) (MEJA), the Uniform Code of Military Justice (10 U.S.C. Sec. 801, et al)(UCMJ), and the laws of the Host Nation. Non-US citizens may also be subject to the laws of their home country while performing in Iraq or the USCENTCOM AOR. Contractor employee status in these overlapping criminal jurisdictions may be modified from time to time by the United States, the Host Nation, or by applicable status of forces agreements.

(e) Under MEJA, a person who engages in felony misconduct outside the United States while employed by or accompanying the Armed Forces is subject to arrest, removal and prosecution in United States federal courts. Under the UCMJ, a person serving with or accompanying the Armed Forces in the field during a declared war or contingency operation may be disciplined for a criminal offense, including by referral of charges to a General Court Martial. Contractor employees may be ordered into confinement or placed under conditions that restrict movement in Iraq or within the AOR or administratively attached to a military command pending resolution of a criminal investigation.

(f) Contractors shall immediately notify the BDOC (Iraq) or military law enforcement (Afghanistan) and the Contracting Officer if they suspect an employee has committed an offense. Contractors shall take any and all reasonable and necessary measures to secure the presence of an employee suspected of a serious felony offense. Contractors shall not knowingly facilitate the departure of an employee suspected of a serious felony offense or violating the Rules for the Use of Force to depart Iraq or Afghanistan without approval from the Chief of Mission (Iraq) or the senior U.S. commander (Afghanistan).

(End of Clause)

5152.225-5904 MONTHLY CONTRACTOR CENSUS REPORTING (AUG 2014)

Contractor shall provide monthly employee census information to the Contracting Officer, by province, for this contract. Information shall be submitted either electronically or by hard-copy. Information shall be current as of the 25th day of each month and received by the Contracting Officer no later than the first day of the following month. The following information shall be provided for each province in which work was performed:

The total number (prime and subcontractors at all tiers) employees.

The total number (prime and subcontractors at all tiers) of U.S. citizens.

The total number (prime and subcontractors at all tiers) of local nationals (LN).

The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).

Name of province in which the work was performed.

The names of all company employees who enter and update employee data in the Synchronized Pre-deployment & Operational Tracker (SPOT) IAW DFARS 252.225-7995 or DFARS DoD class deviation 2014-O0018.

(End of Clause)

5152.225-5907 MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR CONTRACTOR EMPLOYEES OPERATING IN THE CENTCOM AREA OF RESPONSIBILITY (AOR) (AUG 2014)

(a) All contractor employees are required to be medically, dentally, and psychologically fit for deployment and performance of their contracted duties as outlined in the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.225-7995, Contractor Personnel Performing in the United States Central Command Area of Responsibility. This clause requires all contractor personnel to meet the theater specific medical qualifications established by the Geographic Combatant Commander before deploying to, being granted installation access, or performing work under the resultant contract. In the USCENCOM Area of Operation (AOR), the required medical screening, immunizations, and vaccinations are specified in the current USCENCOM individual Protection and Individual Unit Deployment Policy and DoD Instruction (DODI) 3020.41, Operational Contract Support (OCS). Current medical screening, immunization, and vaccination requirements are available at <http://www2.centcom.mil/sites/contracts/Pages/GCP.aspx>. The current DODI is available at <http://www.dtic.mil/whs/directives/corres/ins1.html>. The current list of immunization and vaccination requirements are available at <http://www.vaccines.mil>.

(b) The USCENCOM policy requires contractors to ensure adequate health management is available for Tuberculosis (TB) screening, diagnosis, treatment, and isolation during the life of the contract. This includes management and compliance with all prescribed public health actions regarding TB and the responsibility to ensure adequate health management is available at the Contractor's medical provider or local economy provider's location for all contractor and subcontractor employees throughout the life of the contract. The contractor shall maintain medical screening documentation, in English, and make it available to the Contracting Officer, military public health personnel, or Base Operations Center installation access badging personnel upon request.

(1) U.S. Citizens are considered Small-Risk Nationals (SRNs) as the U.S. has less than 25 TB cases per 100,000 persons. A TB testing method of either a TB skin test (TST) or Interferon Gamma Release Assay (IGRA) may be used for pre-deployment and annual re-screening of all U.S. Citizens employed under the contract. For a contact investigation, all personnel with a positive TST or IGRA will be evaluated for potential active TB with a symptom screen, exposure history and CXR. A physical copy of all TST, IGRA, and/or CXRs and radiographic interpretation must be provided at the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deployment and prior to installation access badge renewal.

(2) Other Country Nationals (OCNs) and Local Nationals (LNs) shall have pre-deployment/employment testing for TB using a Chest x-ray (CXR) and a symptom survey completed within 3 months prior to the start of deployment/employment, with annual re-screening prior to installation access badge renewal. This is the only way to verify interval changes should an active case of TB occur. When conducting annual re-screening, the Contractor's medical provider or local economy provider will look for interval changes from prior CXR's and review any changes in the symptom survey. A physical copy of the CXR film with radiographic interpretation

showing negative TB results must be provided to the Base Operations Center prior to the start of deployment/employment, with annual re-screening prior to installation access badge renewal.

(3) After arrival in the USCENTCOM AOR, all cases of suspected or confirmed active TB must be reported to the theater Preventive Medicine (PM) Physician and/or TB Consultant within 24 hours. Contact tracing, and medical coding, have specific requirements. After consultation with the Theater PM or TB Consultant, all contractor (and sub-contractor) personnel with suspected or confirmed TB are required to medically evacuated (MEDEVAC'd) to the closest commercial medical treatment facility for treatment. The contractor is responsible for management and compliance with all prescribed public health actions. Personnel shall be immediately transported out of theater once they have documentation of at least 3 consecutive negative sputum smears.

(c) In addition, all employees involved in food service, water and/or ice production facilities must be pre-screened prior to deployment and re-screened annually for signs and symptoms of infectious diseases. This includes a stool sample test for ova and parasites. It also includes contractors and subcontractors documentation that each individual employee of these entities have completed: (1) the full series of immunizations for Typhoid and Hepatitis "A" (full series) immunizations as contained in the Centers for Disease Control and Prevention guidelines (e.g. typhoid vaccination booster is required every 2 years), (2) the required TB tests, and (3) screening for Hepatitis B and C.

(d) Proof of all contractor and sub-contractor employee pre-deployment and deployment medical screening, immunizations, and vaccinations (in English) shall be made available to the designated Government representative throughout the life of the contract, and provided at the Contracting Officer, for a minimum of six (6) years and (3) months from the date of final payment under the contract.

(End of Clause)

5152.225-5908 GOVERNMENT FURNISHED CONTRACTOR SUPPORT (MAY 2012)

The following is a summary of the type of support the Government will provide the contractor. Services will be provided to contractors at the same level as they are provided to military and DoD civilian personnel. In the event of any discrepancy between this summary and the description of services in the Statement of Work, this clause will take precedence. These services are only provided at the following locations: *To be specified at the task order level*. When contractor employees are in transit all checked blocks are considered authorized.

U.S. Citizens

<input checked="" type="checkbox"/> APO/MPO/DPO/Postal Service	<input checked="" type="checkbox"/> DFACs****	<input checked="" type="checkbox"/> Mil Issue Equip
<input type="checkbox"/> Authorized Weapon	<input checked="" type="checkbox"/> Excess Baggage	<input checked="" type="checkbox"/> MILAIR (inter/intra theater)
<input checked="" type="checkbox"/> Billeting***	<input checked="" type="checkbox"/> Fuel Authorized	<input checked="" type="checkbox"/> MWR
<input checked="" type="checkbox"/> CAAF*	<input checked="" type="checkbox"/> Govt Furnished Meals****	<input checked="" type="checkbox"/> Resuscitative Care
<input checked="" type="checkbox"/> Controlled Access Card (CAC)	<input checked="" type="checkbox"/> Military Banking	<input checked="" type="checkbox"/> Transportation
<input checked="" type="checkbox"/> Badge	<input type="checkbox"/> Military Clothing	<input type="checkbox"/> All
<input checked="" type="checkbox"/> Commissary	<input checked="" type="checkbox"/> Military Exchange	<input type="checkbox"/> None
<input checked="" type="checkbox"/> Embassy Services Kabul**		

Third-Country National (TCN) Employees

<input type="checkbox"/> N/A	<input type="checkbox"/> DFACs****	<input type="checkbox"/> Mil Issue Equip
<input type="checkbox"/> Authorized Weapon	<input type="checkbox"/> Excess Baggage	<input type="checkbox"/> MILAIR (inter/intra theater)

- | | | |
|---|---|---|
| <input type="checkbox"/> Billeting*** | <input type="checkbox"/> Fuel Authorized | <input type="checkbox"/> MWR |
| <input type="checkbox"/> CAAF* | <input type="checkbox"/> Govt Furnished Meals**** | <input type="checkbox"/> Resuscitative Care |
| <input type="checkbox"/> Controlled Access Card (CAC) | <input type="checkbox"/> Military Banking | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> Badge | <input type="checkbox"/> Military Clothing | <input type="checkbox"/> All |
| <input type="checkbox"/> Commissary | <input type="checkbox"/> Military Exchange | <input checked="" type="checkbox"/> None |

Local National (LN) Employees

- | | | |
|---|---|---|
| <input type="checkbox"/> N/A | <input type="checkbox"/> DFACs**** | <input type="checkbox"/> Mil Issue Equip |
| <input type="checkbox"/> Authorized Weapon | <input type="checkbox"/> Excess Baggage | <input type="checkbox"/> MILAIR (intra theater) |
| <input type="checkbox"/> Billeting*** | <input type="checkbox"/> Fuel Authorized | <input type="checkbox"/> MWR |
| <input type="checkbox"/> CAAF* | <input type="checkbox"/> Govt Furnished Meals**** | <input type="checkbox"/> Resuscitative Care |
| <input type="checkbox"/> Controlled Access Card (CAC) | <input type="checkbox"/> Military Banking | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> Badge | <input type="checkbox"/> Military Clothing | <input type="checkbox"/> All |
| <input type="checkbox"/> Commissary | <input type="checkbox"/> Military Exchange | <input checked="" type="checkbox"/> None |

* CAAF is defined as Contractors Authorized to Accompany Forces.

** Applies to US Embassy Life Support in Afghanistan only. See special note below regarding Embassy support.

*** Afghanistan Life Support. Due to the drawdown of base life support facilities throughout the country, standards will be lowering to an "expeditionary" environment. Expeditionary standards will be base specific, and may include down grading from permanent housing (b-huts, hardened buildings) to temporary tents or other facilities.

****Due to drawdown efforts DFACS may not be fully operational. Hot meals may drop from three per day to one or none per day. MREs may be substituted for DFAC-provided meals; however, contractors will receive the same meal standards as provided to military and DoD civilian personnel.

SPECIAL NOTE – US Embassy Afghanistan Life Support: The type and amount of support that the U.S. Embassy Mission in Kabul, Afghanistan, provides to contractors, if any, must be coordinated in advance between the U.S. Mission and the contracting agency in accordance with Department of State Foreign Affairs Handbook, 2-FAH-2. Contractors are not authorized to deploy personnel requiring US Mission support prior to receiving clearance from the Contracting Officer.

SPECIAL NOTE ON MILAIR – MILAIR is allowed for the transportation of DoD contractor personnel (US, TCN, LN) as required by their contract and as approved in writing by the Contracting Officer or Contracting Officer Representative. Transportation is also allowed for contractor equipment required to perform the contract when that equipment travels with the contractor employee (e.g., special radio test equipment, when the contractor is responsible for radio testing or repair)

(End of Clause)

5152.225-5910 CONTRACTOR HEALTH AND SAFETY (DEC 2011)

(a) Contractors shall comply with National Electrical Code (NEC) 2008 for repairs and upgrades to existing construction and NEC 2011 standards shall apply for new construction, contract specifications, and MIL Standards/Regulations. All infrastructure to include, but not limited to, living quarters, showers, and restrooms shall be installed and maintained in compliance with these standards and must be properly supported and staffed to

ensure perpetual Code compliance, prevent hazards and to quickly correct any hazards to maximize safety of those who use or work at the infrastructure.

(b) For existing employee living quarters the contractor shall provide maintenance, conduct repairs, and perform upgrades in compliance with NEC 2008 standards. For new employee living quarters, the contractor shall provide maintenance, conduct repairs, and make upgrades in compliance with NEC 2011 standards. The government has the authority to enter and inspect contractor employee living quarters at any time to ensure the prime contractor is complying with safety compliance standards.

(c) The contractor shall correct all deficiencies within a reasonable amount of time of becoming aware of the deficiency either by notice from the government or a third party, or by self discovery of the deficiency by the contractor. Further guidance can be found on:

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UFC: http://www.wbdg.org/ccb.browse_cat.php?o=29&c=4

NFPA 70: <http://www.nfpa.org>

NESC: <http://www.standards.ieee.org/nesc>

(End of Clause)

5152.225-5914 COMMODITY SHIPPING INSTRUCTIONS (AUG 2011)

(a) **USFOR-A FRAGO 10-200.** United States Forces Afghanistan (USFOR-A) has directed that all shipments into and out of the Combined Joint Operations Area - Afghanistan (CJOA-A) be coordinated through the Defense Transportation System (DTS) in order to expedite the customs clearance process and facilitate the use of in-transit visibility for all cargo in the CJOA-A.

(b) **Information regarding the Defense Transportation System (DTS).** For instructions on shipping commodity items via commercial means using DTS, see the following websites:

1. Defense Transportation Regulation – Part II Cargo Movement - Shipper, Trans-shipper, and Receiver Requirements and Procedures:

http://www.transcom.mil/dtr/part-ii/dtr_part_ii_203.pdf

2. Defense Transportation Regulation – Part II 4 Cargo Movement – Cargo

Routing and Movement: http://www.transcom.mil/dtr/part-ii/dtr_part_ii_202.pdf

3. Defense Transportation Regulation – Part V - Department of Defense Customs and Border Clearance Policies and Procedures: http://www.transcom.mil/dtr/part-v/dtr_part_v_512.pdf

(c) **Responsibilities of the vendor carrier representative, shipping expediter, and/or customs broker:**

1. Afghanistan Import Customs Clearance Request Procedures: The carrier, shipping expediter, and/or customs broker is responsible for being knowledgeable about the Afghan Customs Clearance Procedures.

2. Status of Customs Clearance Requests: All inquiries regarding the status of a customs clearance request prior to its submission to Department of Defense (DoD) Customs and after its return to the carrier representative or shipping expediter should be directed to the carrier or shipping agent.

3. Customs Required Documents: The carrier representative or shipping expediter is required to provide the DoD Contracting Officer Representative (COR) with all documentation that will satisfy the requirements of the Government of the Islamic Republic of Afghanistan (GIROA).

(d) **Required Customs Documents:** Documents must be originals (or copies with a company stamp). Electronic copies or photocopied documents will not be accepted by GIROA. The carrier is responsible for checking the current requirements for documentation with the Afghanistan Customs Department (ACD) as specified by the

U.S. Embassy Afghanistan's SOP for Customs Clearance Requests Operations (<http://trade.gov/static/AFGCustomsSOP.pdf>) and paragraph 4 below.

1. The U.S. Ambassador Afghanistan diplomatic note guarantees that the U.S. Government (USG) shipments are exempt from Afghanistan Customs duties and taxes. USG shipments do not provide commercial carriers with the authority to unnecessarily delay shipments or holdover shipments in commercial storage lots and warehouses while en route to its final destination. The U.S. Embassy expects that shipments will be expedited as soon as customs clearance paperwork is received from the respective GIRoA officials.

2. Imports: Documentation must list the year, make, model, and color of the commodity, the commodity Identification Number (if applicable) and for vehicles, the Engine Block Number. The following documentation is required for all import shipments:

- a. An original Customs Clearance Request (CCR) prepared by the COR in accordance with Afghanistan customs guidance referenced in paragraph 4 below.
- b. Bills of Lading (for shipments by sea), Airway Bills (for shipments by air) or Commodity Movement Request (CMRs) (for overland shipments). In the consignee block, type in "US Military". This will help the Afghan Customs officials to recognize that the shipment belongs to the US Military and, therefore, the shipment is subject to tax exemption provisions as specified under the current Diplomatic Note or Military Technical Agreement (MTA).
- c. Shipping Invoices.
- d. Packing Lists. Required only if the shipping invoice does not list the cargo.
- e. An Afghan Government Tax Exemption Form (Muaffi Nama) purchased from the Department of Customs and Revenue and prepared in the local language by the carrier representative, shipping agent, or customs broker.
- f. A Diplomatic Note, prepared by DoD Customs, to the Ministry of Foreign Affairs requesting the initiation of customs formalities with the Ministry of Finance, Department of Customs and Exemptions. Please note that DoD Customs is not responsible for registering vehicles.
- g. Commercially-owned equipment such as vehicles, construction machinery or generators that are leased and imported to Afghanistan for the performance of a USG contract may be subject to taxes and duties as determined by GIRoA. If commercially-owned equipment is imported into Afghanistan in a duty-free status, that duty-free status only applies as long as the equipment is under the exclusive use of the USG contract. If the equipment is released at the end of the contract, applicable GIRoA duties and taxes will apply to the owner if the equipment is not exported from Afghanistan or transferred to another USG contract.
- h. USG-owned vehicles must be exported at the conclusion of the project period or transferred to another USG entity. Under certain conditions, the USG may transfer equipment or vehicles to GIRoA.

3. Exports: The following documentation is required for all export shipments:

- a. An original CCR prepared by the COR. If COR is not available, the Contracting Officer (KO) will prepare the CCR.
- b. Invoices.
- c. Packing Lists. Required only if the shipping invoice does not list the cargo.
- d. A Diplomatic Note, prepared by the DoD Customs Cell, to the Ministry of Foreign Affairs requesting the initiation of customs formalities with the Ministry of Finance, Department of Customs and Exemptions.

4. Customs requirements from the GIRoA may change with little notice. For current detailed instructions on customs guidelines in Afghanistan, refer to "The Instruction for Customs Clearance Request (Import/Export) Operations." In all cases, the carrier is required to obtain a copy of this document, found at the following link: <http://trade.gov/static/AFGCustomsSOP.pdf>

(e) **Point of contact (POC) for customs issues is the USFOR-A Joint Security Office (JSO) J3** at DSN: 318-449-0306 or 449-0302. Commercial to DSN conversion from the United States is (732) 327-5130, choose option #1, and then dial 88-318 followed by your seven-digit DSN number.

(End of Clause)

5152.225-5915 CONTRACTOR ACCOUNTABILITY AND PERSONNEL RECOVERY (JUN 2014)

(a) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the contractor accepts the risks associated with required contract performance in such operations.

(1) Unaccounted Personnel: It is the expectation of the USG that any contractor brought into Afghanistan for the sole purposes of performance of work on a USG contract must be accounted for at all times by their respective employers. Additionally, contractors who maintain living quarters on a USG base shall verify the location of each of its employees' living quarters a minimum of once a month. If a DoD contracted employee becomes missing and evidence does not indicate foul play, a Personnel Recovery (PR) event is NOT automatically triggered. Such an event will be treated as an accountability battle drill by the employer's chain of command or civilian equivalent.

(2) Contractor Responsibilities: The contractor is responsible to take all necessary steps to locate and investigate the unaccounted for employee(s) whereabouts to the maximum extent practicable. To assist in this process, contractors may use the Operational Contracting Support Drawdown Cell as a resource to track or research employee's last known location and/or to view LOA's. All missing personnel will be immediately reported to the installation division Personnel Recovery Officer (PRO), Mayor's cell, Military Police Station and/or the Criminal Investigative Division, and the Base Defense Operations Center (BDOC).

(3) Contractor Provided Information: If it is determined that a potential criminal act has occurred, the USD PRO (or USFOR-A Personnel Recovery Division (PRD) with prior coordination) will attempt to validate the missing person's identity through the employer. The contractor shall provide the information to PRD within 12 hours of request. The required information the contractor should keep on file includes but is not limited to: copy of the individual's Letter of Authorization generated by the Synchronized Pre-deployment and Operational Tracker System (SPOT), copy of passport and visas, housing information of where the individual resides such as room number and location, DD Form 93, Record of Emergency Data, copy of badging, and contact information for known friends or associates.

(b) If USFOR-A PRD determines through investigation that the unaccounted personnel have voluntarily left the installation either seeking employment with another contractor or other non-mission related reasons, PRD will notify the contractor. The contractor shall ensure that all government-related documents such as LOA's, visas, etc. are terminated/reconciled appropriately within 24 hours of notification by PRD in accordance with subparagraph (a)(8) of DFARS clause 252.225-7997 entitled "Contractor Demobilization". Contractors who fail to account for their personnel or whose employees create PR events will be held in breach of their contract and face all remedies available to the Contracting Officer.

(c) Contractors shall notify the Contracting Officer, as soon as practicable, whenever employee kidnappings, serious injuries or deaths occur. Report the following information:

Contract Number

Contract Description & Location

Company Name

Reporting party:

Name

Phone number

e-mail address

Victim:

Name

Gender (Male/Female)

Age

Nationality

Country of permanent residence

Incident:

Description

Location

Date and time

Other Pertinent Information

(End of Clause)

5152.232-5900 PAYMENT IN LOCAL CURRENCY (DEC 2011)

(a) Pursuant to the authority of USCENTCOM FRAGO's 09-1567 and 10-143 this contract is awarded in Afghani (local currency), if awarded to a host nation vendor. The contractor will receive payment in local currency via Electronic Funds Transfer to a local (Afghan) banking institution.

(b) By exception, the following forms of payment are acceptable when EFT using ITS.gov is determined not available by the local finance office, in order of priority.

- (1) EFT using Limited Depository Account (LDA)
- (2) Check from the local finance office LDA
- (3) Local currency cash payments (must be approved in writing by the local finance office and contracting office prior to contract/purchase order award). Payments in cash are restricted to contracts/purchase orders when the vendor provides proof via a letter from the host nation banking institution that it is not EFT capable and validated by the local finance office that the vendor's banking institution is not EFT capable. Cash payments will be made in Afghani.

(End of Clause)

5152.236-5900 ELECTRICAL AND STRUCTURAL BUILDING STANDARDS FOR CONSTRUCTION PROJECTS (DEC 2011)

(a) The standards set forth herein are the minimum requirements for the contract. These standards must be followed unless a more stringent standard is specifically included. In such case the most stringent standard shall be required for contract acceptance.

(b) The contractor, in coordination with the Contracting Officer, Base Camp Mayor, Base/Unit Engineers, and requiring activity shall evaluate, upgrade, build, and/or refurbish buildings to a safe and livable condition. This work may include refurbishment, construction, alterations, and upgrades. All work shall be in accordance with accepted standards of quality.

(c) As dictated by the Unified Facilities Criteria (UFC) the contract shall meet:

- (1) "the minimum requirements of United States' National Fire Protection Association (NFPA) 70,

- (2) 2011 National Electrical Code (NEC) for new construction
- (3) 2008 National Electrical Code (NEC) for repairs and upgrades to existing construction
- (4) American National Standards Institute (ANSI) C2, and
- (5) United States' National Electrical Safety Code (NESC).

(d) These standards must be met when it is reasonable to do so with available materials. When conditions dictate deviation apply British Standard (BS 7671, Edition 17 defacto standard for 50 HZ installations). Any deviations from the above necessary to reflect market conditions, shall receive prior written approval from a qualified engineer and the Contracting Officer.

(e) The following internet links provide access to some of these standards:

UFC: http://www.wbdg.org/ccb/browse_cat.php?o=29&c=4

NFPA 70: <http://www.nfpa.org>

NESC: <http://www.standards.ieee.org/nesc>

(End of Clause)

5152.247-5900 INBOUND/OUTBOUND CARGO AND CONTRACTOR EQUIPMENT CENSUS (APR 2012)

a. Movement and coordination of inbound and outbound cargo in Afghanistan is critical to ensuring an effective drawdown. The contractor shall provide visibility of their inbound cargo and equipment via the Synchronized Pre-deployment Operational Tracker (SPOT) census for their contract. This requirement includes the prime and subcontractor's at all tiers cargo and equipment. The contractor shall report any individual piece of equipment valued at \$50,000 or more. Incoming cargo and equipment census data shall be input 30 days prior to start of performance or delivery of supplies and quarterly thereafter for inbound and outbound equipment.

b. This reporting is required on Rolling Stock (RS), Non Rolling Stock (RNRS), and Twenty foot Equivalent Units (TEU). The following definitions apply to these equipment/cargo categories:

- (1) Rolling Stock (RS): All equipment with wheels or tracks, that is self-propelled, or is un-powered and can be towed by a vehicle on a roadway. Also includes standard trailer mounted equipment such as generators, water purification equipment, and other support equipment with permanent wheels. Specific examples of R/S include Wheeled Armored Vehicles (WAVS), Mine-Resistant Ambush-Protected (MRAP) family of vehicles (FOVS), and Highly Mobile Multipurpose Wheeled Vehicles (HMMWVS).
- (2) Non Rolling Stock (RNRS): All equipment that is not classified as Rolling Stock. Includes equipment that is not trailer-mounted or originally designed to be driven or towed over a roadway.
- (3) Twenty foot Equivalent Units (TEU): Standard unit for describing a ship's cargo capacity, or a shipping terminal's cargo handling capacity. One TEU represents the cargo capacity of a standard intermodal shipping container, 20 feet long, 8 feet wide, and 8.5 feet high. One TEU is equivalent to 4 QUADCONS and 3 TRICONS. One TEU has an internal volume of 1,166 cubic feet.

c. This data will be used by United States Forces-Afghanistan (USFOR-A) to assist in tracking the drawdown of Afghanistan. The contractor is responsible for movement of their own cargo and equipment. The data provided by contractors is for informational purposes only in order to plan and coordinate the drawdown effort. The Government assumes no responsibility for contractor demobilization except as stated in individual contract terms and conditions.

(End of Clause)

The following have been deleted:

PERFORMANCE WORK STATEMENT

SECTION I - CONTRACT CLAUSES

The following have been added by reference:

52.228-3 Worker's Compensation Insurance (Defense Base Act) JUL 2014

The following have been added by full text:

52.225-26 CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE UNITED STATES (JULY 2013)

(a) Definition.

Private security functions means activities engaged in by a Contractor, as follows:

(1) Guarding of personnel, facilities, designated sites, or property of a Federal agency, the Contractor or subcontractor, or a third party.

(2) Any other activity for which personnel are required to carry weapons in the performance of their duties in accordance with the terms of this contract.

(b) Applicability. If this contract is performed both in a designated area and in an area that is not designated, the clause only applies to performance in the designated area.

(1) For DoD contracts, designated areas are areas of--

(i) Contingency operations outside the United States;

(ii) Combat operations, as designated by the Secretary of Defense; or

(iii) Other significant military operations, as designated by the Secretary of Defense, and only upon agreement of the Secretary of Defense and the Secretary of State.

(2) For non-DoD contracts, designated areas are areas of—

(i) Combat operations, as designated by the Secretary of Defense; or

(ii) Other significant military operations, as designated by the Secretary of Defense, and only upon agreement of the Secretary of Defense and the Secretary of State.

(c) Requirements. The Contractor is required to—

(1) Ensure that all employees of the Contractor who are responsible for performing private security functions under this contract comply with 32 CFR part 159, and with any orders, directives, and instructions to Contractors performing private security functions that are identified in the contract for--

(i) Registering, processing, accounting for, managing, overseeing, and keeping appropriate records of personnel performing private security functions;

(ii) Authorizing and accounting for weapons to be carried by or available to be used by personnel performing private security functions;

(iii) Registering and identifying armored vehicles, helicopters, and other military vehicles operated by Contractors performing private security functions; and

(iv) Reporting incidents in which—

(A) A weapon is discharged by personnel performing private security functions;

(B) Personnel performing private security functions are attacked, killed, or injured;

(C) Persons are killed or injured or property is destroyed as a result of conduct by Contractor personnel;

(D) A weapon is discharged against personnel performing private security functions or personnel performing such functions believe a weapon was so discharged; or

(E) Active, non-lethal countermeasures (other than the discharge of a weapon) are employed by personnel performing private security functions in response to a perceived immediate threat;

(2) Ensure that the Contractor and all employees of the Contractor who are responsible for performing private security functions under this contract are briefed on and understand their obligation to comply with—

(i) Qualification, training, screening (including, if applicable, thorough background checks), and security requirements established by 32 CFR part 159, Private Security Contractors (PSCs) Operating in Contingency Operations, Combat Operations, or Other Significant Military Operations;

(ii) Applicable laws and regulations of the United States and the host country and applicable treaties and international agreements regarding performance of private security functions;

(iii) Orders, directives, and instructions issued by the applicable commander of a combatant command or relevant Chief of Mission relating to weapons, equipment, force protection, security, health, safety, or relations and interaction with locals; and

(iv) Rules on the use of force issued by the applicable commander of a combatant command or relevant Chief of Mission for personnel performing private security functions; and

(3) Cooperate with any Government-authorized investigation of incidents reported pursuant to paragraph (c)(1)(iv) of this clause and incidents of alleged misconduct by personnel performing private security functions under this contract by providing—

(i) Access to employees performing private security functions; and

(ii) Relevant information in the possession of the Contractor regarding the incident concerned.

(d) Remedies. In addition to other remedies available to the Government—

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor or subcontractor personnel performing private security functions who fail to comply with or violate applicable requirements of this clause or 32 CFR part 159. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract.

(2) The Contractor's failure to comply with the requirements of this clause will be included in appropriate databases of past performance and considered in any responsibility determination or evaluation of past performance; and

(3) If this is an award-fee contract, the Contractor's failure to comply with the requirements of this clause shall be considered in the evaluation of the Contractor's performance during the relevant evaluation period, and the Contracting Officer may treat such failure to comply as a basis for reducing or denying award fees for such period or for recovering all or part of award fees previously paid for such period.

(e) Rule of construction. The duty of the Contractor to comply with the requirements of this clause shall not be reduced or diminished by the failure of a higher- or lower-tier Contractor or subcontractor to comply with the clause requirements or by a failure of the contracting activity to provide required oversight.

(f) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts that will be performed in areas of—

(1) DoD contracts only: Contingency operations, combat operations, as designated by the Secretary of Defense, or other significant military operations, as designated by the Secretary of Defense upon agreement of the Secretary of State; or

(2) Non-DoD contracts: Combat operations, as designated by the Secretary of Defense, or other significant military operations, upon agreement of the Secretaries of Defense and State that the clause applies in that area.

(End of clause)

252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013)

(a) Definitions. As used in this clause--

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

Attribution information means information that identifies the Contractor, whether directly or indirectly, by the grouping of information that can be traced back to the Contractor (e.g., program description or facility locations).

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Contractor information system means an information system belonging to, or operated by or for, the Contractor.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information is to be marked with one of the distribution statements B-through-F, in accordance with DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Cyber incident means actions taken through the use of computer networks that result in an actual or potentially adverse effect on an information system and/or the information residing therein.

Exfiltration means any unauthorized release of data from within an information system. This includes copying the data through covert network channels or the copying of data to unauthorized media.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data--Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Safeguarding requirements and procedures for unclassified controlled technical information. The Contractor shall provide adequate security to safeguard unclassified controlled technical information from compromise. To provide adequate security, the Contractor shall—

(1) Implement information systems security in its project, enterprise, or company-wide unclassified information technology system(s) that may have unclassified controlled technical information resident on or transiting through them. The information systems security program shall implement, at a minimum—

(i) The specified National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 security controls identified in the following table; or

(ii) If a NIST control is not implemented, the Contractor shall submit to the Contracting Officer a written explanation of how—

(A) The required security control identified in the following table is not applicable; or

(B) An alternative control or protective measure is used to achieve equivalent protection.

(2) Apply other information systems security requirements when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

Table 1--Minimum Security Controls for Safeguarding

Minimum required security controls for unclassified controlled technical information requiring safeguarding in accordance with paragraph (d) of this clause. (A description of the security controls is in the NIST SP 800-53, "Security and Privacy Controls for Federal Information Systems and Organizations" (<http://csrc.nist.gov/publications/PubsSPs.html>)).

<u>Access Control</u>	<u>Audit & Accountability</u>	<u>Identification and Authentication</u>	<u>Media Protection</u>	<u>System & Comm Protection</u>
AC-2	AU-2	IA-2	MP-4	SC-2
AC-3(4)	AU-3	IA-4	MP-6	SC-4
AC-4	AU-6(1)	IA-5(1)	<u>Physical and Environmental</u>	SC-7
AC-6	AU-7			SC-8(1)
AC-7	AU-8			SC-13
AC-11(1)				

AC-17(2) AC-18(1) AC-19 AC-20(1) AC-20(2) AC-22	AU-9	<u>Incident Response</u>	<u>Protection</u> PE-2 PE-3 PE-5	SC-15 SC-28
	<u>Configuration Management</u> CM-2 CM-6 CM-7 CM-8	IR-2 IR-4 IR-5 IR-6	<u>Program Management</u> PM-10	<u>System & Information Integrity</u> SI-2 SI-3 SI-4
		<u>Maintenance</u> MA-4(6) MA-5 MA-6	<u>Risk Assessment</u> RA-5	
	<u>Awareness & Training</u> AT-2	<u>Contingency Planning</u> CP-9		

Legend:

AC: Access Control

AT: Awareness and Training MP:

AU: Auditing and Accountability

CM: Configuration Management

CP: Contingency Planning

IA: Identification and Authentication

IR: Incident Response

MA: Maintenance

MP: Media Protection

PE: Physical & Environmental Protection

PM: Program Management

RA: Risk Assessment

SC: System & Communications Protection

SI: System & Information Integrity

(c) Other requirements. This clause does not relieve the Contractor of the requirements specified by applicable statutes or other Federal and DoD safeguarding requirements for Controlled Unclassified Information as established by Executive Order 13556, as well as regulations and guidance established pursuant thereto.

(d) Cyber incident and compromise reporting.

(1) Reporting requirement. The Contractor shall report as much of the following information as can be obtained to the Department of Defense via (<http://dibnet.dod.mil/>) within 72 hours of discovery of any cyber incident, as described in paragraph (d)(2) of this clause, that affects unclassified controlled technical information resident on or transiting through the Contractor's unclassified information systems:

(i) Data Universal Numbering System (DUNS).

(ii) Contract numbers affected unless all contracts by the company are affected.

(iii) Facility CAGE code if the location of the event is different than the prime Contractor location.

(iv) Point of contact if different than the POC recorded in the System for Award Management (address, position, telephone, email).

(v) Contracting Officer point of contact (address, position, telephone, email).

(vi) Contract clearance level.

(vii) Name of subcontractor and CAGE code if this was an incident on a subcontractor network.

(viii) DoD programs, platforms or systems involved.

(ix) Location(s) of compromise.

(x) Date incident discovered.

(xi) Type of compromise (e.g., unauthorized access, inadvertent release, other).

(xii) Description of technical information compromised.

(xiii) Any additional information relevant to the information compromise.

(2) Reportable cyber incidents. Reportable cyber incidents include the following:

(i) A cyber incident involving possible exfiltration, manipulation, or other loss or compromise of any unclassified controlled technical information resident on or transiting through Contractor's, or its subcontractors', unclassified information systems.

(ii) Any other activities not included in paragraph (d)(2)(i) of this clause that allow unauthorized access to the Contractor's unclassified information system on which unclassified controlled technical information is resident on or transiting.

(3) Other reporting requirements. This reporting in no way abrogates the Contractor's responsibility for additional safeguarding and cyber incident reporting requirements pertaining to its unclassified information systems under other clauses that may apply to its contract, or as a result of other U.S. Government legislative and regulatory requirements that may apply (e.g., as cited in paragraph (c) of this clause).

(4) Contractor actions to support DoD damage assessment. In response to the reported cyber incident, the Contractor shall—

(i) Conduct further review of its unclassified network for evidence of compromise resulting from a cyber incident to include, but is not limited to, identifying compromised computers, servers, specific data and users accounts. This includes analyzing information systems that were part of the compromise, as well as other information systems on the network that were accessed as a result of the compromise;

(ii) Review the data accessed during the cyber incident to identify specific unclassified controlled technical information associated with DoD programs, systems or contracts, including military programs, systems and technology; and

(iii) Preserve and protect images of known affected information systems and all relevant monitoring/packet capture data for at least 90 days from the cyber incident to allow DoD to request information or decline interest.

(5) DoD damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor point of contact identified in the incident report at (d)(1) of this clause provide all of the damage assessment information gathered in accordance with paragraph (d)(4) of this clause. The Contractor shall comply with damage assessment information requests. The requirement to share files and images exists unless there are legal restrictions that limit a company's ability to share digital media. The Contractor shall inform the Contracting Officer of the source, nature, and prescription of such limitations and the authority responsible.

(e) Protection of reported information. Except to the extent that such information is lawfully publicly available without restrictions, the Government will protect information reported or otherwise provided to DoD under this clause in accordance with applicable statutes, regulations, and policies. The Contractor shall identify and mark attribution information reported or otherwise provided to the DoD. The Government may use information, including attribution information and disclose it only to authorized persons for purposes and activities consistent with this clause.

(f) Nothing in this clause limits the Government's ability to conduct law enforcement or counterintelligence activities, or other lawful activities in the interest of homeland security and national security. The results of the activities described in this clause may be used to support an investigation and prosecution of any person or entity, including those attempting to infiltrate or compromise information on a contractor information system in violation of any statute.

(g) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (g), in all subcontracts, including subcontracts for commercial items.

(End of clause)

252.225-7995 CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL
COMMAND AREA OF RESPONSIBILITY (DEVIATION 2015-O0009) (JAN 2015)

(a) Definitions. As used in this clause—

“Combatant Commander” means the Commander of the United States Central Command Area of Responsibility.

“Contractors authorized to accompany the Force,” or “CAAF,” means contractor personnel, including all tiers of subcontractor personnel, who are authorized to accompany U.S. Armed Forces in applicable operations and have been afforded CAAF status through a letter of authorization. CAAF generally include all U.S. citizen and third-country national employees not normally residing within the operational area whose area of performance is in the direct vicinity of U.S. Armed Forces and who routinely are collocated with the U.S. Armed Forces (especially in non-permissive environments). Personnel collocated with U.S. Armed Forces shall be afforded CAAF status through a letter of authorization. In some cases, Combatant Commander subordinate commanders may designate mission-essential host nation or local national contractor employees (e.g., interpreters) as CAAF. CAAF includes contractors previously identified as contractors deploying with the U.S. Armed Forces. CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

“Designated reception site” means the designated place for the reception, staging, integration, and onward movement of contractors deploying during a contingency. The designated reception site includes assigned joint reception centers and other Service or private reception sites.

“Law of war” means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

“Non-CAAF” means personnel who are not designated as CAAF, such as local national (LN) employees and non-LN employees who are permanent residents in the operational area or third-country nationals not routinely residing with U.S. Armed Forces (and third-country national expatriates who are permanent residents in the operational area) who perform support functions away from the close proximity of, and do not reside with, U.S. Armed Forces. Government-furnished support to non-CAAF is typically limited to force protection, emergency medical care, and basic human needs (e.g., bottled water, latrine facilities, security, and food when necessary) when performing their jobs in the direct vicinity of U.S. Armed Forces. Non-CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

“Subordinate joint force commander” means a sub-unified commander or joint task force commander.

(b) *General.*

(1) This clause applies to both CAAF and non-CAAF when performing in the United States Central Command (USCENTCOM) Area of Responsibility (AOR)

(2) Contract performance in USCENTCOM AOR may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) When authorized in accordance with paragraph (j) of this clause to carry arms for personal protection, Contractor personnel are only authorized to use force for individual self-defense.

(4) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(5) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) *Support.*

(1)(i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because—

(A) The Contractor cannot obtain effective security services;

(B) Effective security services are unavailable at a reasonable cost; or

(C) Threat conditions necessitate security through military means.

(ii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, CAAF will be afforded emergency medical and dental care if injured while supporting applicable operations. Additionally, non-CAAF employees who are injured while in the vicinity of U. S. Armed Forces will normally receive emergency medical and dental care. Emergency medical and dental care includes medical care situations in which life, limb, or eyesight is jeopardized. Examples of emergency medical and dental care include examination and initial treatment of victims of sexual assault; refills of prescriptions for life-dependent drugs; repair of broken bones, lacerations, infections; and traumatic injuries to the dentition. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized.

(3) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the USCENTCOM AOR. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract. Contractor personnel who are issued a letter of authorization shall carry it with them at all times while deployed.

(4) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the USCENTCOM AOR under this contract.

(d) *Compliance with laws and regulations.*

(1) The Contractor shall comply with, and shall ensure that its personnel performing in the USCENTCOM AOR are familiar with and comply with, all applicable—

- (i) United States, host country, and third country national laws;
 - (ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;
 - (iii) United States regulations, directives, instructions, policies, and procedures; and
 - (iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.
- (2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.
- (3) The Contractor shall ensure that CAAF and non-CAAF are aware—
- (i) Of the DoD definition of “sexual assault” in DoDD 6495.01, Sexual Assault Prevention and Response Program;
 - (ii) That the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause). Other sexual misconduct may constitute offenses under the Uniform Code of Military Justice, Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws; and
 - (iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).
- (4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under—
- (i) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or contingency operations); or
 - (ii) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).
- (5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the deployed area, before beginning such work, information on the following:
- (i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.
 - (ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.
 - (iii) This section does not create any rights or privileges that are not authorized by law or DoD policy.
- (6) The appropriate investigative authorities to which suspected crimes shall be reported include the following—
- (i) US Army Criminal Investigation Command at <http://www.cid.army.mil/reportacrime.html>;
 - (ii) Air Force Office of Special Investigations at <http://www.osi.andrews.af.mil/library/factsheets/factsheet.asp?id=14522>;
 - (iii) Navy Criminal Investigative Service at <http://www.ncis.navy.mil/Pages/publicdefault.aspx>;
 - (iv) Defense Criminal Investigative Service at <http://www.dodig.mil/HOTLINE/index.html>;

(v) To any command of any supported military element or the command of any base.

(7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or www.dodig.mil/HOTLINE/index.html. Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

(8) The Contractor shall ensure that Contractor employees supporting the U.S. Armed Forces deployed outside the United States are aware of their rights to—

(A) Hold their own identity or immigration documents, such as passport or driver's license;

(B) Receive agreed upon wages on time;

(C) Take lunch and work-breaks;

(D) Elect to terminate employment at any time;

(E) Identify grievances without fear of reprisal;

(F) Have a copy of their employment contract in a language they understand;

(G) Receive wages that are not below the legal in-country minimum wage;

(H) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and

(I) If housing is provided, live in housing that meets host-country housing and safety standards.

(e) *Preliminary personnel requirements.*

(1) The Contractor shall ensure that the following requirements are met prior to deploying CAAF specific requirements for each category will be specified in the statement of work or elsewhere in the contract):

(i) All required security and background checks are complete and acceptable.

(ii) All CAAF deploying in support of an applicable operation—

(A) Are medically, dentally, and psychologically fit for deployment and performance of their contracted duties;

(B) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the geographic Combatant Commander (as posted to the Geographic Combatant Commander's website or other venue); and

(C) Have received all required immunizations as specified in the contract.

(1) During predeployment processing, the Government will provide, at no cost to the Contractor, any military-specific immunizations and/or medications not available to the general public.

(2) All other immunizations shall be obtained prior to arrival at the deployment center.

(3) All CAAF and selected non-CAAF, as specified in the statement of work, shall bring to the USCENTCOM AOR a copy of the Public Health Service Form 791, "International Certificate of Vaccination" that shows vaccinations are current.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit the USCENTCOM AOR and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center.

(iv) Special area, country, and theater clearance is obtained for all personnel deploying. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program. For this purpose, CAAF are considered non-DoD contractor personnel traveling under DoD sponsorship.

(v) All deploying personnel have received personal security training. At a minimum, the training shall—

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all CAAF deployed outside the United States. The basic training will be provided through—

(1) A military-run training center; or

(2) A web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that—

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, *et seq.*);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

(iv) In time of declared war or a contingency operation, CAAF are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(v) Such employees are required to report offenses alleged to have been committed by or against Contractor personnel to appropriate investigative authorities.

(vi) Such employees will be provided victim and witness protection and assistance.

(f) *Processing and departure points.* CAAF personnel shall—

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a designated reception site (DRS) upon arrival at the deployed location. The DRS will validate personnel accountability, ensure that specific USCENCOM AOR entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) *Personnel data.*

(1) The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system to enter and maintain data for all Contractor employees covered by this clause, following the procedures in paragraph (g)(3) of this clause.

(2) Upon becoming an employee under this contract, the Contractor shall enter into SPOT, and shall continue to use SPOT web-based system to maintain accurate, up-to-date information throughout the employment in the AOR. Changes to status of individual Contractor personnel relating to their in-theater arrival date and their duty location,

to include closing out the employment in the AOR with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT business rules.¹

(i) In all circumstances, this includes any personnel performing private security functions and CAAF..
(ii) For personnel other than those performing private security functions and CAAF, this requirement excludes anyone—

- (A) Hired under contracts valued below the simplified acquisition threshold;
 - (B) Who will be performing in the CENTCOM AOR less than 30 continuous days; or
 - (C) Who, while afloat, are tracked by the Diary message Reporting System.
- (3) Follow these steps to register in and use SPOT:

(i) SPOT registration requires one of the following login methods:

(A) A Common Access Card (CAC) or a SPOT-approved digital certificate; or

(B) A Government-sponsored SPOT user ID and password. This type of log-in method is only allowed for those individuals who are not authorized to obtain a CAC or an external digital certificate, and requires SPOT Program Management Office approval.

(ii) To register in SPOT:

(A) Contractor company administrators should register for a SPOT account at <https://spot.dmdc.mil>; and

(B) The customer support team must validate user need. This process may take two business days. Company supervisors will be contacted to validate Contractor company administrator account requests and determine the appropriate level of user access.

(iii) Upon approval, all users will access SPOT at <https://spot.dmdc.mil/>.

(iv)(A) Refer SPOT application assistance questions to the Customer Support Team at—

(1) Phone: 703-578-5407, DSN 312-698-5407; or

(2) Email: dodhra.beau-alex.dmdc.mbx.spot-helpdesk@mail.mil.

(B) Refer to the SPOT OSD Program Support website at <http://www.acq.osd.mil/log/PS/spot.html> for additional training resources and documentation regarding registration for and use of SPOT.

(h) *Contractor personnel.*

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall identify all personnel who occupy a position designated as mission essential and ensure the continuity of essential Contractor services during designated operations, unless, after consultation with the Contracting Officer, Contracting Officer's representative, or local commander, the Contracting Officer directs withdrawal due to security conditions.

(3) The Contractor shall ensure that Contractor personnel follow the guidance at paragraph (e)(2)(v) of this clause and any specific Combatant Commander guidance on reporting offenses alleged to have been committed by or against Contractor personnel to appropriate investigative authorities.

(4) Contractor personnel shall return all U.S. Government-issued identification, to include the Common Access Card, to

¹ Hyperlink to <http://www.acq.osd.mil/log/PS/spot.html>

appropriate U.S. Government authorities at the end of their deployment (or, for non-CAAF, at the end of their employment under this contract).

(i) *Military clothing and protective equipment.*

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must—

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) *Weapons.*

(1) If the Contractor requests that its personnel performing in the USCENCOM AOR be authorized to carry weapons for individual self-defense, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If Contractor personnel are authorized to carry weapons in accordance with paragraph (j)(1) of this clause, the Contracting Officer will notify the Contractor what weapons and ammunition are authorized.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons—

(i) Are adequately trained to carry and use them—

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; ~~and~~

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition;

(iv) Comply with applicable Combatant Commander and local commander force-protection policies; and

(v) Understand that the inappropriate use of force could subject them to U.S. or host-nation prosecution and civil liability.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the USCENCOM AOR.

(l) *Purchase of scarce goods and services.* If the Combatant Commander has established an organization for the USCENCOM AOR whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) *Evacuation.*

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) *Next of kin notification and personnel recovery.*

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

(o) *Mortuary affairs.* Contractor personnel who die while in support of the U.S. Armed Forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contractor Support.

(p) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are performing in the USCENTCOM AOR.

(End of clause)

252.225-7997 CONTRACTOR DEMOBILIZATION (DEVIATION 2013-O0017) (AUGUST 2013)

(a) Generally, the Contractor is responsible for demobilizing all of its personnel and equipment from the Afghanistan Combined Joint Operations Area (CJOA).

(b) *Demobilization plan.* The Contractor shall submit a demobilization plan to the Contracting Officer for approval a minimum of 120 calendar days prior to the end of the current contract performance period or as otherwise directed by the Contracting Officer. Upon acceptance of the demobilization plan by the Contracting Officer, the demobilization plan becomes a material part of the contract and the Contractor agrees to fully perform its demobilization in accordance with that plan. The demobilization plan shall address the items specified in this clause and must demonstrate the Contractor's plans and ability to remove its personnel and equipment from the CJOA and to return Government property no later than 30 days after the expiration of the current period of performance.

(c) *Demobilization plan implementation.* Every 30 calendar days after incorporation of the plan into the contract, or as otherwise directed by the Contracting Officer, the Contractor shall provide written information to the Contracting Officer and Contracting Officer Representative that addresses the Contractor's progress in implementing the plan. The Contractor shall continue to provide the information in the preceding sentence until the Contractor has completely and properly demobilized. If the Contracting Officer or Contracting Officer Representative identifies deficiencies with the plan, as approved, or with the implementation of that plan, the Contractor shall submit a corrective action plan (CAP) to those officials within five calendar days to remedy those deficiencies. The

Contracting Officer shall review the CAP within five calendar days to determine whether the CAP is acceptable. Upon approval by the Contracting Officer, the CAP becomes a material part of the demobilization plan.

(d) *Plan contents*

(1) The plan shall identify the method of transportation (air, ground) the Contractor intends to use to remove its personnel and equipment from the CJOA and whether that method of transportation is Government or Contractor-furnished. If Government-furnished transportation is authorized, the plan must identify the contract term or condition which authorizes Government transportation of the personnel and equipment associated with this contract.

(2) The plan shall identify the number of Contractor personnel to be demobilized by category (U.S. citizens, Third Country Nationals (TCN), Local Nationals (LN)) and, for U.S. and TCN personnel, identify the point of origin or home country to which they will be transported and the timeline for accomplishing that objective. If U.S. or TCN employees have authorization to remain in the CJOA after completion of demobilization, the plan shall identify the name each individual, their nationality, their location in the CJOA, and provide a copy of the authorization. The plan shall also identify whether the Contractor needs the Contracting Officer to extend the Letters of Authorization (LOA) for any Contractor personnel to execute the demobilization plan.

(3) The plan shall identify all Contractor equipment and the timeline for accomplishing its demobilization. The Contractor shall identify all equipment, whether or not it is covered by CJTSCC Acquisition Instruction Clause "Inbound / Outbound Cargo and Contractor Equipment Census." The plan shall also specify whether the Contractor intends to leave any equipment in the CJOA, a list of all such equipment, including its location, and the reason(s) therefor.

(4) The plan shall identify all Government property provided or made available to the Contractor under this contract or through any separate agreement or arrangement (e.g., Installation Mayors, Garrison Commanders). The plan shall also identify the timeline for vacating or returning that property to the Government, including proposed dates for conducting joint inspections.

(e) *Demobilization requirements:*

(1) The Contractor shall demobilize and return its personnel to their point of origin or home country according to the approved demobilization plan.

(2) The Contractor is not authorized to use Government-furnished transportation unless specifically authorized in this contract.

(3) The Contractor may request an extension of the LOAs only for those Contractor personnel whose presence is required to execute the approved demobilization plan. The Contractor shall submit its request no later than 30 calendar days prior to the expiration of the current period of performance. LOAs may only be extended for a period up to 30 calendar days after expiration of the current performance period. The request shall contain the following information:

(i) The names of each individual requiring an extension.

(ii) The required extension period.

(iii) The justification for each extension (e.g., the specific function(s) the individual will perform during the demobilization period). The Contractor is not entitled to any additional compensation if LOAs are extended.

(4) The Contractor shall close out their employees deployments with the proper status entered into the Synchronized Pre-Deployment Operational Tracker (SPOT) database (e.g. active, redeployed, no-shows, killed, injured) within 72 hours of their employee's re-deployment and, if applicable, release their personnel in SPOT.

(5) All Contractor equipment that is lost, abandoned or unclaimed personal property that comes into the custody or control of the Government after the demobilization period has ended may be sold or otherwise disposed of in accordance with 10 U.S.C. section 2575. Notwithstanding the previous sentence and the Government's authority under 10 U.S.C. section 2575, the Government may exercise any other contractual rights for the Contractor's failure to perform in accordance with its demobilization plan.

(6) If the Contractor waives its interest to all lost, abandoned or unclaimed personal property, the Contractor may still be liable for all costs incurred by the Government to remove or dispose of the abandoned property.

(7) The Government may dispose of any and all lost, unclaimed, or abandoned personal property in accordance with 10 U.S.C. section 2575.

(8) The Contractor shall return all Government property provided or made available under this contract or through any separate agreement. The Contractor shall report all lost or damaged Government property in accordance with DFARS 52.245-1(h) unless other procedures are identified in the contract or separate agreement. If the Government inspects the property and finds that damages or deficiencies have not been reported by the end of the demobilization period, the Government may reduce payments under the contract by the amounts required to correct the damages or deficiencies or replace the loss.

(9) The Contractor is liable for all cleanup, clearing, and/or environmental remediation expenses incurred by the Government in returning a Government facility to its original condition. If damages or deficiencies are discovered during the inspection of said facility, the Contractor shall make the necessary repairs or corrections and then notify the Installation Mayor, Garrison Commander, or their designees to arrange for a re-inspection of the facility. If the Installation Mayor or Garrison Commander inspects the facility and finds that damages or deficiencies have not been repaired or corrected by the end of the demobilization period, the Government may reduce payments under the contract by the amounts required to correct the damages or deficiencies.

(10) The Contractor shall ensure that all employees, including all subcontractor employees at all tiers, return installation and/or access badges to the local Access Control Badging Office for de-activation and destruction according to the approved demobilization plan. The Contractor shall submit a Badge Termination Report to ensure each record is flagged and the badge is revoked. If an employee's badge is not returned, the Contractor shall submit a Lost, Stolen or Unrecovered Badge Report to the appropriate Access Control Badging Office. Contractor employees in possession of a Common Access Card (CAC) shall be responsible for turning in the CAC upon re-deployment through a CONUS Replacement Center in the United States. Failure to comply with these requirements may result in delay of final payment.

(f) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(End of Clause)

252.229-7999 TAXES – FOREIGN CONTRACTS IN AFGHANISTAN (DEVIATION 2013-O0016) (JULY 2013)

(a) This acquisition is covered by the Agreement regarding the Status of United States Military and Civilian Personnel of the U.S. Department of Defense Present in Afghanistan with Cooperative Efforts in Response to Terrorism, Humanitarian and Civic Assistance, Military Training and Exercises, and other Activities, entered into between the United States and Afghanistan which was concluded by an exchange of diplomatic notes (U.S. Embassy Kabul note No. 202, dated September 26, 2002; Afghan Ministry of Foreign Affairs notes 791 and 93, dated December 12, 2002, and May 28, 2003, respectively), and entered into force on May 28, 2003.

(b) The Agreement exempts the Government of the United States of America and its contractors, subcontractors and contractor personnel from paying any tax or similar charge assessed within Afghanistan. The Agreement also exempts the acquisition, importation, exportation and use of articles and services in the Republic of Afghanistan by or on behalf of the Government of the United States of America in implementing this agreement from any taxes, customs duties or similar charges in Afghanistan.

- (c) The Contractor shall exclude any Afghan taxes, customs duties or similar charges from its contract price.
- (d) The Agreement does not exempt Afghan employees of DoD contractors and subcontractors from Afghan tax laws. To the extent required by Afghanistan law, contractors and subcontractors are required to withhold tax from the wages of these employees and to remit those payments to the appropriate Afghanistan taxing authority. These withholdings are an individual's liability, not a tax against the Contractor or subcontractor.
- (e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

(End of clause)

252.232-7014 NOTIFICATION OF PAYMENT IN LOCAL CURRENCY (AFGHANISTAN) (SEP 2014)

- (a) The contract resulting from this solicitation will be paid in Afghani (local currency) if the contract is awarded to a host nation vendor (Afghan), pursuant to the authority of USCENTCOM Fragmentary Order (FRAGO) 09-1567 and FRAGO 10-143. Contract payment will be made in Afghani (local currency) via electronic funds transfer (EFT) to a local (Afghan) banking institution, unless an exception in paragraph (c) applies. Contracts shall not be awarded to host nation vendors who do not bank locally. If award is made to other than a host nation vendor, the contract will be awarded in U.S. dollars.
- (b) Vendors shall submit quotations and offers in U.S. dollars. If the contract is awarded to an Afghan vendor, the quotation or offer will be converted to Afghani using a Government budget rate of [____ Insert current budget rate here.] Afghani per U.S. dollar.
- (c) By exception, the following forms of payment are acceptable, in the following order of priority, when the local finance office determines that EFT using ITS.gov is not available:
 - (1) EFT using Limited Depository Account (LDA).
 - (2) Check from the local finance office LDA.
 - (3) Local currency cash payments in Afghani (must be approved in writing by the local finance office and contracting office prior to contract award). Payments in cash are restricted to contracts when--
 - (i) The vendor provides proof via a letter from the host nation banking institution that it is not EFT capable; and
 - (ii) The local finance office validates that the vendor's banking institution is not EFT capable. Cash payments will be made in Afghani.

(End of provision)

The following have been deleted:

52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
252.225-7039	Contractors Performing Private Security Functions	JUN 2012
252.225-7040	Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States	JUN 2011
252.225-7995 (Dev)	Contractor Personnel Performing in the United States Central Command Area of Responsibility (Deviation)	APR 2011
252.225-7997 (Dev)	Additional Requirements and Responsibilities Relating to	AUG 2010

Alleged Crimes by or Against Contractor Personnel in Iraq
and Afghanistan (Deviation)

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been added by full text:

DISTRIBUTION

Distribution Table

<p>Contractor: Midwest Air Traffic Control Service, Inc. 7285 West 132nd Street, Suite 340 Overland Park, KS 66213-1164 POC: Ms. Deanna Dresel Deanna.dresel@att.net 913-782-7082, X223</p>	<p>DCAA HAA260</p> <p>DFAS HQ0339</p> <p>DCMA S1403A</p> <p>All electronically distributed.</p>
<p>Contractor Local Address:</p>	<p>SPAWARSYSCEN Codes:</p> <p>Contract Resource Manager: (b)(6)@navy.mil</p> <p>Contract Administrators: Catherine Cupo/Catherine.cupo@navy.mil Kayla Garcia/ kayla.garcia@navy.mil</p> <p>Ordering Officers: Vincent M. Dellinger/Vincent.dellinger@navy.mil Patricia Johnson/ patricia.m.johnson@navy.mil</p>

(End of Summary of Changes)